II. MEASURABLE PUPIL OUTCOMES

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

Horizon has implemented a culture in which its pupil outcome goals and school-wide outcome goals are continuously evaluated for effectiveness. Students advance and progress by demonstrating progress towards mastery of these pupil outcome goals at designated times throughout the school year. Actual outcomes shall be reported to the District each year in an Annual Performance Report (Appendix I).

Data driven decision-making (DDDM) is used to guide all instructional, programmatic, and fiscal decisions. Target annual academic achievement goals are set with continuous improvement action plans detailing program objectives and strategies to achieve the goals.

Horizon uses a comprehensive assessment system to store, report, and analyze all student progress. This assessment system will track individual and subgroup achievement on the following standardized and standards-based assessments:

- California Assessment of Student Performance and Progress (CAASPP) System of Assessments:
  - Smarter Balanced Assessments (SBAC)
  - California Alternative Assessments (CAAs)
  - California Science Tests (CAST)
- California English Language Development Test (CELDT)/English Language Proficiency Assessments for California (ELPAC)

Professional Learning Communities analyze assessment data, identify and intervene with struggling students, and determine needed professional development. Horizon Administrators regularly analyze school-wide achievement data.

Teachers oversee midterm exams, semester finals, and end-of-course exams for college preparatory and non-college preparatory core academic courses taken by independent study students. All college preparatory course exams are appropriately proctored.

Elementary students use standards-based report cards to assess progress toward mastery of the state standards. Secondary students have traditional grades and teachers oversee all core courses.

Other outcomes that are tracked and reported to the Governing Board within regular monitoring reports include:

- Student mobility/retention

- Graduation rates/dropout rates
- Promotion/retention
- Discipline
- Parent and student satisfaction surveys
- Attendance/truancies/School Attendance Review Team (SART) referrals (MTSS)
- Individualized Education Plans (IEPs)/Student Study Teams (SSTs)/504 Plans/Health Plans
- English Proficiency
- Work Status
- College Entrance Exam Results

In addition to demographic information and standardized testing results, Horizon uses multiple measures to assess student progress toward the intended outcomes. These measures include:

- Evaluation of student work samples
- Observations
- Curriculum-based measurement
- Writing samples
- Student demonstrations
- Projects
- Participation in academic competitions
- Universal screening for incoming students
- Progress Reports and Report Cards

All student progress is monitored and evaluated at least every learning period (20 school days). Students' Individualized Learning Plans are modified as needed to address academic progress concerns. The Charter School develops an annual School Accountability Report Card (SARC), which is published it on the website (Appendix J).

Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), Horizon's annual goals, actions, and measurable outcomes, both school-wide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in Horizon's Local Control Accountability Plan (LCAP). Each of these goals addresses the unique needs of all students attending Horizon, including our numerically significant student subgroups. The metrics associated with these goals help Horizon to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available in Appendix G. Horizon shall annually update and develop the LCAP in accordance with Education Code Section 47606.5, and shall use the LCAP template adopted by the State Board of Education. Horizon reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. Horizon shall submit the

LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by Horizon.

III. METHODS OF MEASURING PUPIL PROGRESS AND OTHER USES OF DATA

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

Horizon is dedicated to documenting student achievement of the state content standards each year through state-mandated pupil assessments. As is required by Education Code Section 60605, students participate in all state-mandated testing and accountability programs applicable to non-charter public schools (CAASPP, CELDT/ELPAC, etc.). We firmly believe that the academic options offered by Horizon will fully prepare students for success in these statewide assessment programs.

Horizon staff uses a comprehensive approach in an ongoing effort to examine student performance and revise instructional practices to address student needs. Our goal is continuous improvement to achieve the highest quality educational program possible. Staff are continuously challenged to rethink current pedagogical practices to meet the changing needs of new and existing student populations.

A. Data Management, Analysis, and Reporting

Horizon recognizes the importance of being a data-driven school. Meaningful, reliable data provides a tool to measure student progress in an ongoing, authentic arena. This includes both standardized and non-standardized tools that, when taken together, will paint a picture of student achievement.

CAASPP data is used at the beginning of the year to help teachers understand the baseline achievement of their students, along with specific areas of strength and areas in need of improvement. Multiple formative and summative assessment measures are used regularly throughout the school year, including assessments specific to State Board-adopted curricula and Standards-Aligned curricula, benchmark assessments, online assessments, and project-based assessments. Staff are trained on how to interpret test data, and are engaged in critical analysis of the data in order to determine how the Charter School can address any performance deficiencies or negative data trends.

The data analysis is tied to professional development on standards-based instruction, so that teachers can enhance their understanding of student performance in light of normative data, and modify their instructional designs accordingly. In this way, staff are continuously challenged to rethink current pedagogical practices to meet the changing needs of new and existing student populations.

B. Use and Reporting of Data

Data is collected, analyzed, and reported in a timely manner. As mentioned above, teachers spend time developing the expertise to use data to understand student challenges, and then to develop the skills they need to individualize instruction and address student deficiencies. Through regular

regional and Learning Center-based staff meetings and administrative meetings, data is analyzed, including standardized testing results, attendance, grades, behavior, project-based assessments, benchmark tests, and anecdotal evidence. This process leads to decisions about curriculum, instructional practice, professional development, extracurricular activities, and budget allocation. Data is used to continuously monitor student progress and identify students for accelerated learning or those who need additional support.

The objective means of measuring student outcomes assists in evaluating the effectiveness of instruction at the Charter School and to make modifications in instruction for both individual students and groups of students. The above-mentioned data provides detailed information, allowing the Charter School to make informed decisions on pupil progress. Data is shared with all stakeholders, including families.

The Charter School utilizes an assessment and monitoring system to guide instruction in the Charter School's programs, and integrate data from a variety of sources such as state assessment, district administered tests, and possibly daily classroom assessments given by teachers. The data monitoring system is utilized to create a variety of reports on student achievement, including disaggregated data by content strand, student subgroup, grade level, and classroom, which provide for analysis of school-wide data. Individual classroom teachers are encouraged to use the program to track and reflect on their teaching strategies as it relates to the assessments. The system's ability to manage, track, and report information from a wide variety of assessments provides a complete picture of the student in relation to their attainment of skills and knowledge specifically determined by the goals of the Charter School.

Student achievement data is analyzed throughout the school year in order to determine if there are any patterns. When areas are identified, teachers and staff at Horizon are directed to look at the core programs and possible interventions that will address these areas. Resources and professional development are utilized to address the need and enhance or change programs if necessary.

C. School Accountability Report Card

The Charter School publishes student results annually through the SARC, in compliance with state law. The report includes pertinent facts and data about the Charter School and is made available to the public as required by law. The SARC is attached in Appendix J.

D. Annual Performance Report

In addition to the SARC, the Charter School will provide the District (WPUSD) with an Annual Performance Report (Appendix I). This report includes the following information:

- Summary data showing student progress toward the goals and outcomes listed above. This data is displayed on both a charter school-wide basis and disaggregated by reportable subgroups to the extent feasible without compromising student confidentiality.

- Data on the parent involvement in the Charter School's governance (and other facets of the Charter School) and summary data from a yearly parent satisfaction survey.

- Data regarding the number of staff working at the Charter School and their qualifications, including copies of credentialing, proof of fingerprinting and background checks, and tuberculosis assessments/examinations.

- A copy of the Charter School's health and safety policies, and any major changes to those policies during the year.

- A comprehensive view of the Charter School's admissions practices during the year. This will include information regarding the numbers of students enrolled, children on waiting lists, and the students expelled and/or suspended.

- Analyses of the effectiveness of the Charter School's internal dispute mechanisms, and information regarding the number and resolutions of disputes and complaints.

- Any other information regarding the educational program, and the administrative, legal, and governance operations of the Charter School, relative to compliance with the terms of the charter generally.

The Charter School shall comply with District Board requests regarding the content, evaluation criteria, timelines, and process for the annual performance report. The Charter School will use the data in the performance report to assess and improve upon its educational programming as deemed necessary.

IV. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

A. Nonprofit Public Benefit Corporation

Horizon is a directly funded, independent charter school and is operated by Horizon Charter Schools, a California nonprofit public benefit corporation with tax exempt status under Internal Revenue Code section 501(c)(3). The Horizon Charter Schools nonprofit also operates the charter school, Partnerships for Student-Centered Learning (Partners).

Horizon operates autonomously from the District, with the exception of the supervisory oversight as required by statute, and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

Attached as Appendix K, please find the Horizon Charter Schools Articles of Incorporation, nonprofit Bylaws, and a Conflict of Interest Code.

B. Board of Directors

The Charter School is governed by a nonprofit Board of Directors ("Governing Board" or "Board") in accordance with its adopted nonprofit Bylaws, which are consistent with the terms of this charter.

A Governing Board of five members will govern the Charter School. The Board shall be comprised of one WPUSD resident Horizon parent, one Placer County business/community representative, one education community representative, and two additional Horizon parents. If no WPUSD resident parent applies, other Horizon parents may serve in this position.

The WPUSD resident parent and two other parent representatives shall be elected by a majority of parents of active Horizon students and a majority of all non-temporary classified and certificated Horizon employees. One or two of these parent representatives will be elected every 2 years and will serve a term of 4 years. The business/community representative and the education community representative will be elected by a majority of the remaining Board, and will serve a term of 2 years. If a non-parent business/community representative or non-parent education community representative is not found to fill the position after a 3-month vacancy, a parent from the Charter School may be elected by a majority of the remaining Board to serve the remainder of the term. No member of the Governing Board may be employed by Horizon or be a member of the immediate family of an employee of Horizon.

The Governing Board is responsible for charter accountability and revision, selection of the Superintendent/CEO or the School Management Company, budget approval, the school calendar, and formal adoption of the school policies.

The Superintendent/CEO is responsible for the administration of the Charter School. The Superintendent/CEO communicates directly with the Governing Board and WPUSD. The contract with the Superintendent/CEO may be renewed by agreement between the Governing Board and the Superintendent/CEO or terminated by either party at the expiration of the employment contract. The duration of that contract is set by the Governing Board.

All decisions of the Governing Board are by majority vote based upon the presence of a quorum. All meetings of the Governing Board shall comply with the Ralph M. Brown Act (Government Code Sections 54950 *et al.*) and shall be held at a location within the WPUSD.

Charter School employees or their immediate family members shall not serve on the Board as directors.

Each director shall hold office unless otherwise removed from office in accordance with these bylaws as follows:

- Parent representatives shall serve for 4 years, so long as they are the parent of a currently enrolled student, and until a successor director has been appointed.
- Community representatives shall serve for 2 years and until a successor director has been appointed.
- Board members may serve for up to three (3) consecutive Board terms of service.

Board terms will be July 1 through June 30.

A list of the current Board members is included in Appendix A.

C. Board Meetings and Duties

The Board meets regularly, at least once a month (except during the summer), and in accordance with the Brown Act. The Board is fully responsible for the operation and fiscal affairs of Horizon including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismiss the Superintendent/CEO;
- Hire, promote, discipline, and dismiss all employees of Horizon after consideration of a recommendation by the Superintendent/CEO;
- Approve all contractual agreements;
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve purchase orders over $25,000.00;

- Act as a fiscal agent. This includes, but is not limited to, the receipt of funds for the operation of the Charter School, in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Involve parents and the community in school-related programs;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the school calendar and schedule of Board meetings;
- Review requests for out-of-state or overnight study trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary, and submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with, inconsistent with, or preempted by any law, and which are not in conflict with this charter or the purposes for which schools are established. Horizon shall comply with the Brown Act.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act and Corporations Code conflicts of interest rules, and which shall be updated with any charter school-specific conflicts of interest laws or regulations, as applicable. As noted above, the Conflict of Interest Code is attached within Appendix K.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it, and may delegate to an employee of the Charter School any of those duties — with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Horizon Board of Directors will conduct an annual in-service for the purposes of training individual Board members on their responsibilities with topics to include, at minimum, conflicts of interest and the Brown Act.

D. The Superintendent/CEO

SUMMARY:
Under the direction of the Governing Board, the Superintendent/CEO leads all aspects of the charter schools, acting as an agent of the Board, provides information and input to the Board, and manages school business. The Superintendent/CEO provides educational management leadership in developing and implementing the Board-adopted Student Learning Goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Acts as the agent of the Governing Board
- Effectively oversees the implementation of data-driven instructional reform to improve academic achievement for all students
- Manages a staff of administrators, including the Assistant Superintendent of Business Services/Chief Business Official, the Assistant Superintendent of Educational Services/Chief Academic Officer, and the Assistant Superintendent of Administrative Services/Chief Operations Officer
- Recommends policy and program decisions to the Board
- Develops administrative rules and procedures to implement Board policy
- Oversees the preparation of the annual school budgets
- Ensures compliance with state and federal constitutional and statutory rules and regulations
- Develops and maintains effective channels of communication
- Responds to staff and community regarding questions or problems regarding school operations
- Establishes and prepares meeting agendas, presents items for consideration to the Board, and responds to inquiry from the Board
- Advises the Board about employer-employee relations and collective bargaining activities
- Performs other duties as assigned by the Governing Board

EXECUTIVE LIMITATIONS AND BOARD MANAGEMENT DELEGATION:
Executive limitations define the framework within which the Superintendent/CEO and staff are to work. The Superintendent/CEO is expected to devote her or his time to moving the Charter School toward accomplishment of the Student Learning Goals. The Superintendent/CEO is authorized to make decisions and take actions within the framework provided by the Board.

The Board delegates the day-to-day operations of the charter schools to the Superintendent/CEO. The Superintendent/CEO will be held accountable for leading the Charter School's personnel in working toward the accomplishment of the Board's identified Student Learning Goals while at the same time working within the framework established by the Board. The Board will monitor the Charter School's compliance with adopted Student Learning Goals throughout each year, as per the Board timeline.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board to a business administrator of the Charter School, or other appropriate employee or third-party provider.

E. Parent Involvement in Governance

In addition to serving on the Board, the Charter School encourages parent involvement in the Charter School through the development of a parent/teacher organization (PTO). The PTO shall be made up of parents and guardians of Horizon students and teachers whose primary role is to provide support regarding school activities, raise money, plan staff appreciation events, and provide feedback to the Board on issues of concern. The PTO shall operate independently from the Charter School. The PTO shall hold meetings throughout the year to inform parents and collect feedback regarding Charter School operations, educational services and programs, and the Charter School's accountability to the community.

The Charter School also promotes parent participation by supporting and strongly encouraging parents and guardians to volunteer at the school, as well as through direct instructional involvement as Parent Educators. The PTO also may plan special events and coordinate: special events and fundraisers for the Charter School, teacher appreciation week, and Charter School celebrations.

Communication between school staff and parents shall take place through phone calls, emails, newsletters, and face-to-face meetings as necessary. Parents and guardians are encouraged to express their concerns, to visit the Charter School and schedule time to meet with staff.

F. Organizational Chart

Please find in Appendix L a copy of our organizational chart.

V. EMPLOYEE QUALIFICATIONS

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

Overview

All employees of Horizon must show dedication to the students and the mission of the Charter School. Employees shall be both innovative individuals with a passion for lifelong learning, and committed to developing the academic potential of each student. All staff members possess experience and expertise appropriate for their position, according to the Charter School's adopted personnel policies, and federal and state statutes applicable to charter schools. Horizon shall hire employees who are dedicated to providing instruction for children according to the academic content standards and Common Core State Standards adopted by the California State Board of Education. Selection and appointment of employees at Horizon will be the exclusive prerogative of the Charter School. As such, those who work at Horizon shall be selected, employed, and released by the Board, which establishes terms and conditions of employment through Board-adopted personnel policies.

Horizon will not discriminate against any applicant on the basis of race, creed, color, national origin, age, gender, gender expression, gender identity, sexual orientation, disability, or any other basis prohibited by state or federal law. The Charter School shall comply with all applicable laws regarding criminal background checks, including Education Code Sections 45125.1 and 44237.

Teachers

Teachers for core, college preparatory classes must hold a California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold, pursuant to Education Code Section 47605(l). These documents are maintained on file at the Charter School and shall be subject to periodic inspection by the District.

In accordance with Education Code Section 47605(l), the Charter School may also employ non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity in non-core, non-college preparatory courses and activities.

Core classes shall be defined to include English/language arts, mathematics, social science, and science.

Qualifications for additional employees shall be outlined in approved job descriptions.

Superintendent/Chief Executive Officer

See section D above for a description of the position. Below are essential qualifications:

EDUCATION AND/OR EXPERIENCE:

A California General Administration Credential, Standard Administration Credential, or Service Credential with specialization in administrative services is required. Successful full-time service in a certificated and/or management position(s) is required.

PROFESSIONAL SKILLS AND ABILITIES:

- Commitment to academic excellence, and the ability to select and lead a qualified teaching and administrative staff
- Knowledge of current charter school law and understanding of the most current research-based principles of school improvement
- Demonstrated ability to assign responsibility, delegate authority, motivate and empower others to achieve high levels of performance, and values the contributions of all employees to the success of the Charter School
- Short- and long-range planning experience, coupled with the ability and desire to articulate the goals and needs of the Charter School
- Sensitive and responsive to the educational needs and concerns of diverse ethnic and socioeconomic groups, and special needs students
- Deal effectively with and be responsive to stakeholders who are representative of many and varied points of view; ability to establish and maintain effective public communications/relations and community rapport with a diverse population
- Communicate effectively, including presenting information to top management, public groups, parents, students, news media, and/or boards
- Understanding of and willingness to support interest-based bargaining and decision-making in the Charter School
- Knowledge of the unique challenges facing charter schools
- Strives to create a school climate of cooperation and collaboration
- Team leader as well as a team member who is willing to take reasonable risks
- Able to initiate change in a positive way and follow it through to full implementation

PERSONAL CHARACTERISTICS:

- Work constructively and communicate effectively with the Governing Board and all stakeholders
- Qualities of integrity, good character, and judgment
- Render immediate decisions on urgent issues and effectively handle crisis situations

VI. HEALTH AND SAFETY OF PUPILS AND STAFF

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, Horizon maintains full health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts. These policies are incorporated into Horizon's student and staff handbooks, and are reviewed on an ongoing basis by school administration and the Board of Directors. Horizon shall ensure that staff are trained annually on the health and safety policies. The following is a summary of the Charter School's policies and procedures:

Procedures for Background Checks

Employees and contractors of the Charter School are required to submit to a criminal background check and furnish a criminal record summary, as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Administration of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Superintendent/CEO. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually, in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees and volunteers who have frequent or prolonged contact with students shall be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations, as is required at all public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising and enrolled grade 7 students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

Horizon adheres to Education Code Section 49423 regarding administration of medication in school.

Vision, Hearing, and Scoliosis

Students are screened for vision, hearing, and scoliosis. The Charter School adheres to Education Code Section 49450 *et seq.*, as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School shall provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming grade 7 students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1) A description of type 2 diabetes;

2) A description of the risk factors and warning signs associated with type 2 diabetes;

3) A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes;

4) A description of treatments and prevention methods of type 2 diabetes; and

5) A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

The Charter School shall adopt and maintain a policy on student suicide prevention, in accordance with Education Code Section 215. This policy may be found in Appendix M.

Emergency Preparedness

Horizon adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the Charter School's Learning Center, in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to, the following responses: fire, flood, earthquake, terrorist threats, hostage, and active shooter situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent. The training is conducted by a certified instructor and provided during a regularly scheduled staff development meeting. The training will occur at least bi-annually.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne 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 shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School functions as a drug-, alcohol-, and smoke-free environment.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

Horizon is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, or local law, ordinance, or regulation. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee-to-employee, employee-to-student, student-to-student, and student-to-employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

VII. RACIAL AND ETHNIC BALANCE

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

The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).

Outreach Plan

Horizon shall adhere to an Outreach Plan that combines effective recruitment strategies with resources to attract a diverse population to ensure that the population of students is reflective of the general population within the territorial jurisdiction of the Charter School. The Outreach Plan will be reviewed and updated annually, based upon the successes and/or failures of the prior year.

The Horizon Outreach Plan shall include the following strategies:

- Establishing an enrollment timeline and process that allow for a broad-based recruiting and application process;
- Creating and distributing enrollment brochures and forms in various languages represented in the Charter School, as applicable;
- Advertising by posting flyers and hosting tables at various locations, including local libraries and community centers;
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. Sources will be added to stay current with the latest technologies and trends; and
- Hosting parent information nights and community events throughout the community with locations, dates, and times scheduled in a manner that ensures, to the greatest extent possible, the greatest amount of community knowledge and interest in the Charter School.

VIII. ADMISSION REQUIREMENTS

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

Horizon shall be nonsectarian in its programs, admission policies, and all other operations, and shall not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Horizon shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3.

The Horizon admission process is comprised of the following:

- Completion of a student enrollment application

Enrollment packets for students who are admitted will also gather the following:

- Proof of immunization(s)
- Proof of withdrawal from previous school (if applicable)
- Home Language Survey
- Completion of emergency medical information form
- Proof of minimum age requirements
- Release of records
- Completed parent/student contract

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following school year. Returning students must affirm their intent to return.

Enrollment preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in Horizon
2. Siblings of currently enrolled students at Horizon
3. Children of employees at Horizon
4. Residents of the District
5. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due

to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates, and times will be communicated in the enrollment applications and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or online prior to the lottery date.

IX. FINANCIAL AUDITS

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

An annual independent financial audit of the books and records of the Charter School shall be conducted, as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School shall be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit shall employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

An audit committee shall select an independent auditor through a request for proposal format. The Board of Directors shall annually approve the selection of an independent auditor. The Chief Executive Officer will facilitate the audit. The auditor shall have, at a minimum, a CPA and educational institution audit experience and shall be approved by the State Controller on its published list as an educational audit provider.

The annual audit shall be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the California Department of Education by November 16 of each year. The Board shall receive and review the audit each year. The Superintendent/CEO, along with the audit committee, shall review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. The Board shall submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies shall be addressed using the dispute resolution process contained in this Charter.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (EAAP), in accordance with applicable law.

The independent financial audit of the Charter School is public record, to be provided to the public upon request, and is attached as Appendix N.

X. PUPIL SUSPENSION AND EXPULSION

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

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School'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. Charter School 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 Student Handbook (Appendix O), and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons, or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request through the Administration.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA, or who is qualified for services under Section 504, is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to General Education students, except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws, including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections, in according due process to such students.

A. 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; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:

    a) Caused, attempted to cause, or threatened to cause physical injury to another person.

    b) Willfully used force of violence upon the person of another, except self-defense.

    c) Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

    d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.

    e) Committed or attempted to commit robbery or extortion.

    f) Caused or attempted to cause damage to school property or private property.

    g) Stole or attempted to steal school property or private property.

    h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

    i) Committed an obscene act, or engaged in habitual profanity or vulgarity.

    j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

    k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

    l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation, or disgrace, resulting in physical or mental harm to a former, current, or prospective pupil.

r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

t) Caused, attempted to cause, threaten to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades TK to 12, inclusive.

u) Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to bullying committed by means of an electronic act.

I. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

II. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
i. A message, text, sound, video, or image.
ii. A post on a social network internet website including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in

subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

III. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline, pursuant to subdivision (1)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force of violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

i) Committed an obscene act, or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil.

r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

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i. Placing a reasonable student (defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

II. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
i. A message, text, sound, video, or image.
ii. A post on a social network internet website including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in

subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

III. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline, pursuant to subdivision (3)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

If it is determined by the Administrative Panel and/or Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to any Horizon facility, or to have possessed a firearm or dangerous device on campus, the student shall be expelled for 1 year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Administrator or designee with the student and his or her parent and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Administrator or designee.

The conference may be omitted if the Administrator or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within 2 school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials.

Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed 5 consecutive school days per suspension. Upon a recommendation of expulsion by the Administrator or designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Administrator 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.

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it, or by the Charter School Board upon the recommendation of an Administrative Panel, to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated, and neither a teacher of the pupil or a Board member. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within 30 school days after the Administrator or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with

all pupil confidentiality rules under Family Educational Rights and Privacy Act) unless the pupil makes a written request for a public hearing in open session 3 days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/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; and

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or 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.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive 5 days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room

for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination, during which he or she may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the support person to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to

the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within 10 school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Administrator or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Administrator or designee shall send a copy of the written notice of the decision to expel to the Sponsoring District. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the Sponsoring District upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School, as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians, as requested by parents/guardians or by the school district of residence, to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than 1 year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board, following a meeting with the Administrative Panel, the pupil, and parent/guardian or representative, to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Administrative Panel shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall the make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA, and coordinate the procedures in this policy with the SELPA, of the discipline of any student with a disability or student who the

Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the General Education curriculum, although in another setting (which could constitute a change of placement, and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within 10 school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the 45-day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Administrator or designee may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to Individuals with Disabilities Education Act (IDEA) and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if any of the following conditions exists:

a) The parent/guardian has expressed concern in writing, or orally, if the parent/guardian does not know how to write, or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of Special Education or related services.

b) The parent has requested an evaluation of the child.

c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of Special Education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

XI. EMPLOYEE RETIREMENT SYSTEMS

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

Certificated employees at Horizon shall participate in STRS as applicable to the position. Non-certificated employees shall participate in PERS and the federal social security system as applicable to the position. The Charter School shall inform all applicants for positions within the Charter School of the retirement system options for employees of the Charter School. The Assistant Superintendent of Business Services/Chief Business Official shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. The Charter School will develop a mix of salaries and benefits, commensurate with location and experience, necessary to attract and retain well-trained teachers and other staff.

XII. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District, according to District policy or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

XIII. EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district may be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

XIV. DISPUTE RESOLUTION

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

Disputes Between the Charter School and District

Horizon and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably, without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees, and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Superintendent/CEO of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation, in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent/CEO and the District Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, no later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two (2) Board members from their respective boards who shall jointly meet with the Superintendent and the Superintendent/CEO, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Superintendent/CEO, or their respective designees, shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Superintendent/CEO, or their respective designees. Mediation shall be held within 60 business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Internal Disputes

Horizon maintains an internal dispute resolution process that is used for all internal disputes related to Horizon's operations. Horizon also maintains a Uniform Complaint Policy and Procedures (Appendix P) as required by state law. Parents, students, Board members, volunteers, and staff shall be provided with a copy of Horizon's policies and internal dispute resolution process. The

District shall promptly refer all disputes not related to a possible violation of the charter or law to Horizon.

XV. SCHOOL CLOSURE PROCEDURES

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

Closure of the Charter School will be documented by official action of the Horizon Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Placer County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the courses they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records, and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of the Charter School students. All student records of the Charter School shall then be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, Special Education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities, in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within 6 months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified CPA selected by the Charter School, and will be provided to the District promptly upon its completion. The final

audit will include an accounting of all financial assets, including cash and accounts receivable; 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 the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation (Appendix K). Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property, in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix Q, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

XVI. MISCELLANEOUS CHARTER ELEMENTS

A. Budgets and Financial Reporting

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

Attached, as Appendix Q, please find the Charter School's 3-year budget and cash flow. These documents are based upon the best data available to the Charter School at this time. Please also note the Partners Negative Balance Explanation, attached as Appendix R.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, a local control and accountability plan (LCAP) and an annual update to the LCAP, as required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education, and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year, reflecting changes through January 31.

4. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all Charter School receipts and expenditures for the preceding fiscal year.

B. Insurance

The Charter School shall maintain general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts shall be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School shall provide evidence of the above insurance coverage to the District anytime upon request.

C. Administrative Services

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

The Charter School provides and procures its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. The Charter School's primary Administrative Office is located at 2800 Nicolaus Road, Ste. 100, Lincoln, CA, 95648. The Charter School's mailing address is P.O. Box 489000, Lincoln, CA, 95648.

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between the Charter School and the District, and subject to District availability and willingness to provide such services.

Pursuant to Education Code Section 47604.32, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual Learning Center visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In exchange, Horizon shall pay the District an oversight fee in accordance with Education Code Section 47613.

D. Facilities

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

Horizon currently operates a Learning Center at the following location:

- Roseville Learning Center – 911 Reserve Dr. Roseville, CA, 95678 – 5,066 sq. feet
- Roseville Learning Center – 1515 Cirby Way Roseville, CA, 95661 – 6,552 sq. feet

Horizon plans to secure a facility within District boundaries with the intent that such facility is available for use commencing with the 2018-19 school year. Upon opening of the new facility, Horizon shall at the same time make plans to close the Roseville Learning Center. Horizon shall regularly update the District regarding its facilities transition plan and location of the new in-District facility as such information becomes available. Compliance with the Anderson USD v. Shasta Secondary Home School Case can be found in Appendix S.

Horizon rents occasional temporary space for events and activities.

E. Transportation

Horizon does not provide transportation to and from school, except as required by law, including, but not limited to, students with disabilities in accordance with a student's IEP.

F. Attendance Accounting

Horizon has an attendance recording and accounting system, to ensure contemporaneous record-keeping, which complies with state law.

G. Reporting

The Charter School provides reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the SARC, and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight, in accordance with Education Code Section 47604.32 and 47607.

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

H. Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the school and upon the school district. Education Code Section 47605(g).

Horizon is operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Horizon shall work diligently to assist the District in meeting any and all oversight obligations under the law.

Further, Horizon and the District may enter into a memorandum of understanding, wherein Horizon shall indemnify WPUSD for the actions of the Charter School under this charter.

The corporate Bylaws of the Charter School provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School maintains general liability insurance, Board Members and Officers' insurance, and fidelity bonding to secure against financial risks. Please find the Bylaws attached within Appendix K.

As stated above, insurance amounts are determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

XVII. CONCLUSION

By approving this charter for the renewal of Horizon Charter Schools, Western Placer Unified School District (WPUSD) will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning, create new professional opportunities for teachers, and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. Horizon intends to work independently, yet cooperatively, with WPUSD to establish the highest bar for what a charter school can and should be. To this end, Horizon Charter Schools pledges to work cooperatively with the District to answer any concerns of this charter renewal petition and to present the District with the strongest possible proposal requesting a 5-year renewal term from July 1, 2018 through June 30, 2023.

XVIII. APPENDICES

(See separate document)

S. Compliance with Anderson USD v. Shasta Secondary Home School Case

Compliance with the Anderson Unified School District vs. Shasta Secondary Home School Charter Case

Immediately following the Anderson Case decision, October 17, 2016, Horizon Charter Schools had three locations within Placer County operating outside of the Western Placer Unified School District. The Auburn Learning Center closed as of June 30, 2017. The Roseville Learning Center, located at 1515 Cirby, is scheduled to close as of June 30, 2019. The Roseville Learning Center, located at 911 Reserve Drive, is scheduled to close as of June 30, 2019.

The newly designated Horizon Learning Center, to be located within the Twelve Bridges project, is scheduled to break ground in November 2018, to house portable building facilities. As of January 2019, the scheduled ground breaking for the new construction will begin, with the anticipated completion to be June 2019.

Horizon Charter Schools will secure a waiver for the 2018-19 school year, from the California Department of Education, in reference to the Anderson Case.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Partnerships for Student-Centered Learning Charter School Renewal

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 5, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

Partnerships for Student-Centered Learning Charter School is requesting renewal of their charter for a five year term. Our attorney has ensured the documents meet the renewal requirements.

Unique to this charter is the intention to close the charter by next school year. Because only five year renewals are authorized by law, the district is only allowed to offer a five year term. Additionally, the charter is heavily supported financially by its sister school, Horizon Charter School. Appendix R includes the plan to address this issue.

RECOMMENDATION:

Administration recommends approval of the renewal.



PARTNERSHIPS FOR STUDENT-CENTERED LEARNING CHARTER SCHOOL

A CHARTER RENEWAL PETITION RESPECTFULLY SUBMITTED TO THE WESTERN PLACER UNIFIED SCHOOL DISTRICT

SUBMITTED APRIL 15, 2018

CHARTER RENEWAL TERM:
JULY 1, 2018 – JUNE 30, 2023

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- I: Annual Performance Report
- J: SARC
- K: Articles of Incorporation, Bylaws, and Conflict Code
- L: Organizational Chart
- M: Suicide Prevention Policy
- N: Audit Reports
- O: Student Handbook
- P: Uniform Complaint Policy and Procedures
- Q: Budget and 3-Year Cash Flow and Projections
- R: Partners Negative Balance Explanation
- S: Compliance with Anderson USD v. Shasta Secondary Home School Case

AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Cynthia Wood, hereby certify that the information submitted in this petition for renewal of a California public charter school named Partnerships for Student-Centered Learning Charter School ("Partners" or the "Charter School"), and authorized by the Western Placer Unified School District ("WPUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including, but not limited to:

- Partners shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

- Horizon Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of Partnerships for Student-Centered Learning Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]

- Partners shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]

- Partners shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]

- Partners shall admit all students who wish to attend the Charter School; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2) and 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]

- Partners shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- Partners shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of

the Americans with Disabilities Act (ADA) of 1990, and the Individuals with Disabilities Education Improvement Act (IDEA) of 2004.

- Partners shall meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- Partners shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]

- Partners shall at all times maintain all necessary and appropriate insurance coverage.

- Partners shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a pupil is expelled or leaves Partners without graduating or completing the school year for any reason, Partners shall notify the Superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]

- Partners shall maintain accurate and contemporaneous written records that document all pupil attendance, and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)(2)]

- Partners shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]

- Partners shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. California Education Code Section 47605 and 47605.1]

- Partners shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b) and 47610]

- Partners shall comply with all applicable portions of the Elementary and Secondary Education Act (ESEA), as reauthorized and amended by the Every Student Succeeds Act (ESSA).

- Partners shall comply with the Public Records Act.

- Partners shall comply with the Family Educational Rights and Privacy Act.
- Partners shall comply with the Ralph M. Brown Act.
- Partners shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

_____ _____

Dr. Cynthia D.V. Wood, Ed.D. Date
Superintendent/Chief Executive Officer

INTRODUCTION

A. History and Background of the Charter School

Partnerships for Student-Centered Learning was approved as a TK-12 public charter school and granted a charter number on July 15, 2010 by the State Board of Education. Partners opened its doors to 1,200 students on August 19, 2010. Partners is chartered through Western Placer Unified School District and currently serves 623 students.

Partners is a non-classroom based charter school that operates under independent study laws and regulations. Students are served in Placer, Nevada, El Dorado, Sacramento, Yuba, Sutter, Butte, Sonoma, San Joaquin, and contiguous counties. Instruction is provided through independent study, direct instruction, and distance learning.

The majority of students served by Partners were previously enrolled in Horizon Charter School (Horizon), which was chartered in 1993. Partners' programs are a direct outcome of the School-wide Action Plan developed in 2005 for the Horizon WASC/CDE Self-Study Report. In the 2005 Action Plan, staff determined that in order to improve student academic achievement it was necessary to expand college preparatory and intervention class offerings. Partners' findings have also been confirmed with research by the RAND Corporation (2004), EdSource (May 2006) and the California Charter Schools Association (2011) that continues to find the academic performance of students enrolled in non-classroom based charter schools is significantly lower than that of students enrolled in site-based charter and traditional public schools. Over the past 7+ years, Horizon has developed specialized programs and academies targeting college prep and at-risk students. As academies and programs filled to capacity, more have been established.

The charter petition to establish Partners was approved in order to provide instruction and specialized services to students outside of Placer County in resource centers located in contiguous counties.

Partners and Horizon share the same Special Education Department, administration, teachers, support staff, and Governing Board.

Due to the June 2011 retirement of the former CEO LuAnn Boone, Craig Heimbichner was selected and began serving as Superintendent/CEO on October 3, 2011. Heimbichner served through October 26, 2013, at which time he completed the term of his contract. On October 27, 2013, Dr. Cynthia D.V. Wood, Ed.D. was appointed to the position of Superintendent/CEO. Partners is fully accredited by the Western Association of Schools and Colleges (WASC) through June 30, 2024. Having received a 3-year renewal in 2012, an additional authorization was given in June 30, 2015, which was extended through June 30, 2018. On March 4 – March 7, 2018, Horizon Charter Schools culminated and submitted a full Self-Study review to WASC. Horizon was awarded full accreditation beginning July 1, 2018, through June 30, 2024.

B. Leadership Team

Partners' leadership team consists of the Cabinet, composed of the Superintendent/CEO (Dr. Cynthia D.V. Wood, Ed.D.), the Assistant Superintendent of Educational Services/Chief Academic Officer (CAO) (Kelly Collins), the Assistant Superintendent of Business Services/Chief Business Officer (CBO) (Rebecca L. Courtright), and the Assistant Superintendent of Administrative Services/Chief Operations Officer (COO) (Terri McGill).

Dr. Cynthia D.V. Wood, Ed.D. serves as the Superintendent and Chief Executive Officer for Horizon Charter Schools. Dr. Wood has an extensive professional and academic career of accomplishments and multiple degrees, including a Doctoral degree in Organizational Leadership, Policy, Planning and Administration from the University of Southern California and a Master's Degree in Alternative and Special Education from the University of Northern Colorado. Dr. Wood previously served in senior management at the district, county, and state levels. During the term of Dr. Wood's leadership, the following accomplishments have been realized:

- Two successful Charter Renewals
- Two successful Western Association of Schools and Colleges (WASC) Accreditations
- Planning, development, land purchase, and construction of the Horizon Learning Center
- Development of the Mobile Classroom
- Development of Six-county Marketing Campaign
- Development of the Multi-Tiered Systems of Support for Direct Academic Support for all students
- Implementation of the Transitional Kindergarten Program

The Superintendent and Chief Executive Officer duties are given in Section IV (4) (D).

Kelly Collins is serving as the Assistant Superintendent of Educational Services and Chief Academic Officer. This position functions under the direction of the Superintendent/CEO, as a member of the Cabinet, and assists with planning, organizing, and implementing Horizon's Educational Services, including curriculum services and other assigned duties, as well as assisting in the formulation of policies relating to the instruction and academic operation of the Charter. She is responsible for managing, directing, and integrating the broad, comprehensive educational services of Horizon as a collaborative team leader, and providing creative solutions for student and parent issues and concerns. As a student-focused problem solver, she recommends curriculum in accordance with local, state, and federal guidelines to the Superintendent and Governing Board in support of Horizon's mission, vision, and values, while ensuring the success of Horizon's academic improvement and achievement in accordance with state and federal law.

Rebecca L. Courtright is serving as the Assistant Superintendent of Business Services and Chief Business Official. This position functions under the direction of the Superintendent, as a member of the Cabinet, and plans, organizes, implements, and controls Horizon's Business Services, including fiscal services and other assigned duties, assisting in the formulation of policies relating to the business and financial operation of the Charter. She is responsible for managing, directing, and integrating the broad, comprehensive business services of Horizon as a collaborative team leader, providing creative solutions for stakeholder issues and concerns. As a student-focused problem solver, she recommends business and financial policies to the Superintendent of Horizon

and Governing Board in support of Horizon's mission, vision, and values, while ensuring the integrity of Horizon's financial reports and solvency in accordance with state and federal law.

Terri McGill is serving as the Assistant Superintendent of Administrative Services and Chief Operations Officer. This position functions under the direction of the Superintendent/CEO, as a member of the Cabinet, and assists with planning, organizing, and implementing Horizon's Administrative Services, including business services and other assigned duties, as well as assisting in the formulation of policies relating to Human Resources and quality control of the Charter. She is responsible for managing, directing, and integrating the broad, comprehensive administrative services of Horizon as a collaborative team leader, and for providing creative solutions for faculty and staff issues and concerns. As a student-focused problem solver, she recommends business and personnel solutions to the Superintendent and Governing Board in support of Horizon's mission, vision, and values, while ensuring the success of Horizon's staff in accordance with state and federal law.

Board Members:

Currently, Partners is governed by a five-member Governing Board consisting of:

- Kimberly Dahlstrom, Parent Representative (President)
- Andrea Rynberk, Parent Representative (Vice President)
- Joe Dutra, Parent Representative
- Mary Lou Smith, Education Representative
- Miriam Nunez, Community Representative

DEMONSTRATED SUCCESS OF THE CHARTER SCHOOL

Since Partnerships for Student-Centered Learning opened in 2010, Partners has evolved and celebrated great achievements. For example, in May 2012, the *Sacramento Business Journal* singled out the 9-12 portion of Horizon Charter Schools' overall academic achievement, which included the achievement of students in Partners. As measured by Scholastic Aptitude Test (SAT) scores, Partners was therefore included in the *Business Journal* ranking of Horizon Charter Schools as among the top 25 high schools in the Sacramento area.

During the 2014-18 academic years, Partners developed a multitude of new ways to improve student success. New and improved educational elements, including vocational education and parent education, the addition of the mobile classroom, and much more, have contributed to the success that Partners has realized. Further, the focus on individual student improvement is at the forefront of all current and future goals of the organization. The following is a sampling of the many steps that Partners has taken to actively build on its history of excellence and continuous student improvement.

The official website of the Charter School was completely altered to reflect the latest technology and improved user interface. As a result, our website has drawn considerable attention from the community. All of the most vital information regarding admissions, independent study programs, virtual learning, Montessori School, parent support and education, and our robust curriculum is readily available. Many times, the website is the first impression that prospective students and parents have with Partners. There has been a measurable increase in student recruitment due to the modifications made to the website.

Partners announced the dawn of the new mobile classroom in December 2018. This self-sufficient classroom and workspace brings the learning to the student. This unit is ADA accessible, with indoor and outdoor wet lab stations. The mobile classroom was integrated into the teaching model with tremendous ease and works seamlessly in cooperation with the curriculum. Additionally, the unit serves as a unique feature of Partners' marketing campaign. Wrapped in Charter School information and color schematics, this mobile billboard is an integral part of the recent marketing efforts.

From 2016 to 2018, a plan for the land acquisition, construction, and development of a new, all-inclusive, Horizon Learning Center was created, which Partners will also be utilizing. This new building will serve the ever-growing need for space as the enrollment of Partners expands. Partners is eager to complete this project and begin using the facility for educational and administrative purposes.

One of Partners' proudest recent accomplishments is the expansion of the Parent Education and Training programs. It is the belief of Partners that a better education for our students begins with the parents. Parents are surrounded by resources that help facilitate their child's learning. The addition of two critical staff members played a key role in this new support, which is offered to all parents. The first new role, the Parent Educator, teaches free parent workshops and provides no-cost, one-on-one training on a variety of subjects. The second new role, the Parent Liaison, keeps families informed about Partners-organized events and study trips. These educational trips are designed to create opportunities for developing social skills while continuing to reinforce lessons

taught in the academic curriculum. Further, the Parent Liaison coordinates student meet-ups, and provides information regarding special programs for homeschool/independent study students in the community and at local attractions. As always, the Curriculum Resource Center, which is a rarity among charter schools, provides free grade-level curriculum tools, books, audiovisual materials, and learning games for parents to employ when working with their students.

Partners provides an alternative to traditional education for students that struggle to find academic or social success in mainstream education. Therefore, as struggling students enter Partners, they bring with them a history of academic distress and potentially unstable academic foundations. As a result, Partners utilizes innovative methods of identifying students in academic distress and new means of offering support. Partners' Multi-Tiered Systems of Support model is designed to quickly identify areas of academic concern for incoming and continuing students, to determine the appropriate resources and level of support required, and to monitor each student's progress as they work with parents and our highly trained staff to discover success in academics.

Partners believes that our responsibility to students does not stop at providing a quality education, but includes preparing students for their next step in their academic career or transitioning into the workforce. To that end, Partners hosts College and Career Fairs during the course of the year to provide a space for students to experience the opportunities that pursuing a college degree can afford them or what their options are for employment after Partners. Over 50 colleges and universities were represented at the event. These included all branches of the military, The University of California system, Local Community Colleges, Stanford University and West Point.

Because many Partners students enter the workforce immediately after graduation, the Charter School has developed and implemented a comprehensive vocational education program, called the Career Technology Education Program (Appendix D), which is available to all students. This addition to the charter yielded groundbreaking success among students, and provided them the knowledge and employability skills to be successful in the workforce.

The list of Contract Programs available to students and families has been ever-expanding over recent academic years. Partners is proud to offer more than 500 programs and vendor services available for purchase using families' allotted school funds, provided by Partners. Some examples of these programs include: Lego Engineering, Piano, and Karate.

Student Achievement and Information Nights have become part of the practice at Partners, during the 2016-17 and 2017-18 academic years. These meetings, joyfully referred to as Eagles Nest Meetings, serve to acknowledge and award student achievement while sharing pertinent information with families regarding the current academic year. Students receive awards for scholarly achievements and academic improvement, whether subject-specific or cross-disciplinary.

Partners has been uniquely successful in helping top talents to personalize their education and accomplish their goals. For example, Class of 2017 student Isabell Del Prado received a Certificate of Selection from the National Academy of Future Physicians, was a CSF Life Members, and received the HCSEF Scholarship. Class of 2018 student Jacqueline McCalister co-founded the 2016 Sacramento Youth Alliance Team, participated in the 2017 Young Assembly Members Program, and was accepted to CSU Chico to study Political Science. These are just some of the

remarkable students Partners has been able to foster on the way to achieving their educational and career goals.

Among numerous individual students' academic and social successes, we are proud to highlight the following achievements that exemplify and have contributed to the growth and development of Horizon Charter Schools, including Partners, and its student body. These examples demonstrate the success of Partners as we foster personalized education goals:

- Introduction of the Transitional Kindergarten Program
- Development of the Mobile Classroom
- Construction of the Horizon Learning Center
- Career Technology Education Program
- Parent Education and Training
- College and Career Fair
- Multi-Tiered Systems of Support for Students
- English Language Development Program
- Bi-annual science fairs averaging 350–550 in attendance, networking with many professionals in the community
- Graduates who have been in: the Rotary Foreign Exchanges Students; the Texas Ballet Theatre in Fort Worth, Texas, and the Sacramento Ballet;
- Graduates who have been accepted into: University of California, Berkeley; Cal Poly San Luis Obispo; University of California, Davis; the University of Steubenville; William Jessup University; the University of the Pacific; Seattle Pacific University; Seattle University; Mills College; Northern Arizona University; Fresno Pacific University; and Sacramento State University, among others
- National Merit commendations to students
- A television interview of a student (Jenny Berg) regarding her literary merit
- Acceptance into Naval Sea Cadet Corps, the Air Force, including cyber systems operations
- Acceptance in the John Hopkins University Center for Talented Youth Program
- Renaissance Fair held with 750 people attending
- Multicultural Fairs, Pioneer Days, Pageants of the Masters
- Dramatic productions including *Oklahoma!*, *Seussical the Musical*, *The Awards Show* (Broadway hits)

Additionally, the outstanding academic success of Partners is demonstrated in the section below via test scores, which reflect impressive student achievement.

Within a mere 7 years of operation, Partners has extended opportunities and support via numerous programs involving enrichment opportunities that have greatly benefited many families for whom pure Independent Study alone was difficult if not impossible. The resulting combination of some classroom support with the independent work at home has enabled otherwise highly challenged students to find success and acceptance into universities. In addition, advanced students have benefited from "extend and connect" advanced coursework. Partners has provided an evolution in the overall adaptation of Horizon Charter Schools, and will continue to do so while remaining within the framework of the non-classroom-based charter as enrichment support.

CHARTER RENEWAL CRITERIA

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

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

(1) Attained its Academic Performance Index (API) growth target in the prior year or in 2 of the last 3 years, both school-wide and for all groups of pupils served by the charter school.

(2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in 2 of the last 3 years.

(3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in 2 of the last 3 years.

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

(5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

The following shall serve as documentation confirming that Partners has met or exceeded the statutory criteria required for renewal as set forth in Education Code Section 47607(b)(4) (Also see Appendix G): CDE DataQuest/CAASPP Reports):

- Partners has achieved a statewide API rank of 7 in 2012, and 4 in 2013, meeting the minimum threshold rank of 4 required in Education Code Section 47607(b)(2).

- Partners has achieved a similar schools rank of 9 in 2012 and 8 in 2013, exceeding the minimum threshold rank of 4 required in Education Code Section 47607(b)(3).

- Partners' academic performance is at least equal to the performance of public schools that Partners' students would otherwise have been required to attend, as well as demographically similar comparisons in the District.

***Note on Testing Data**

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated to use one of the following criteria to meet legislative and/or programmatic requirements:

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

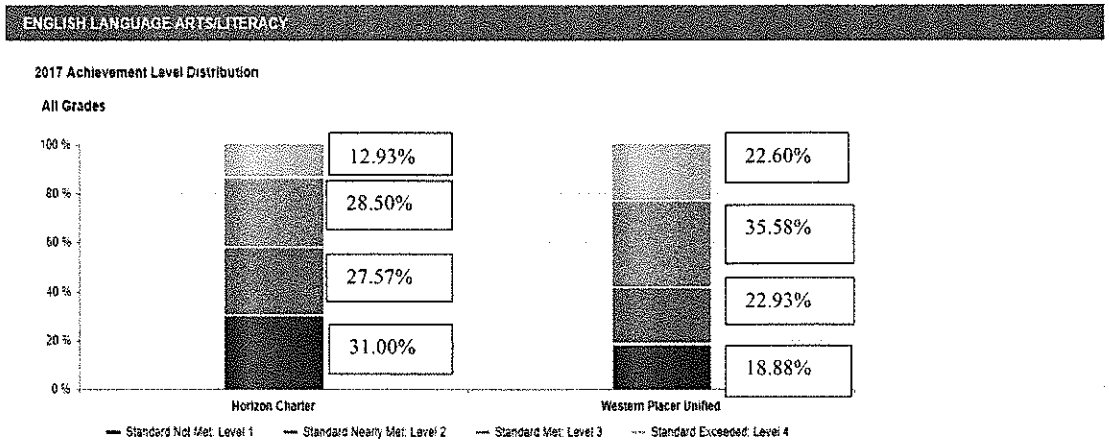
Partners meets the charter renewal criteria established in Education Code Section 47607(b) by utilizing "the most recent API calculation" and "alternative measures" as allowed per Education Code Section 52052(e)(4)(A), as further specified below.

Analysis of the Most Recent API Calculation

LEGAL REQUIREMENTS FOR CHARTER RENEWAL Education Code Section 47607(b) – Charter School Must Meet at Least ONE Criteria for Renewal	
Renewal Criteria	**Criteria Met**
Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in 2 of the last 3 years.	Yes; 2012 rank of 7 and 2013 rank of 4
Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in 2 of the last 3 years.	Yes; 2012 rank of 9 and 2013 rank of 8
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.	Yes; see below
Has qualified for an alternative accountability system, pursuant to subdivision (h) of Education Code Section 52052	Not Applicable
(Source: CDE DataQuest, accessed June 30, 2017)	

Analysis of Comparison Schools Data

What follows is the CAASPP data comparing achievement levels between Partners and WPUSD.



English Language Arts/Literacy Achievement Level Descriptors

English Language Arts/Literacy Scale Score Ranges

Partners:

English Language Arts/Literacy Scale Score Ranges

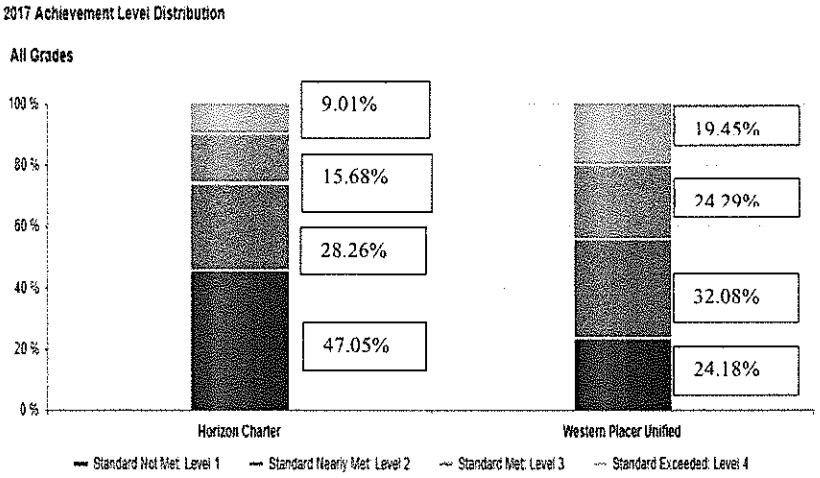
Grade	Min Scale Score	Max Scale Score	Achievement Level Scale Score Range for Standard Not Met	Achievement Level Scale Score Range for Standard Nearly Met	Achievement Level Scale Score Range for Standard Met	Achievement Level Scale Score Range for Standard Exceeded
3	2114	2623	2114–2366	2367–2431	2432–2489	2490–2623
4	2131	2663	2131–2415	2416–2472	2473–2532	2533–2663
5	2201	2701	2201–2441	2442–2501	2502–2581	2582–2701
6	2210	2724	2210–2456	2457–2530	2531–2617	2618–2724
7	2258	2745	2258–2478	2479–2551	2552–2648	2649–2745
8	2288	2769	2288–2486	2487–2566	2567–2667	2668–2769
11	2299	2795	2299–2492	2493–2582	2583–2681	2682–2795

WPUSD:

Mathematics Scale Score Ranges

Grade	Min Scale Score	Max Scale Score	Achievement Level Scale Score Range for Standard Not Met	Achievement Level Scale Score Range for Standard Nearly Met	Achievement Level Scale Score Range for Standard Met	Achievement Level Scale Score Range for Standard Exceeded
3	2189	2621	2189–2380	2381–2435	2436–2500	2501–2621
4	2204	2659	2204–2410	2411–2484	2485–2548	2549–2659
5	2219	2700	2219–2454	2455–2527	2528–2578	2579–2700
6	2235	2748	2235–2472	2473–2551	2552–2609	2610–2748
7	2250	2778	2250–2483	2484–2566	2567–2634	2635–2778
8	2265	2802	2265–2503	2504–2585	2586–2652	2653–2802
11	2280	2862	2280–2542	2543–2627	2628–2717	2718–2862

MATHEMATICS



Partners:

Mathematics Scale Score Ranges

Grade	Min Scale Score	Max Scale Score	Achievement Level Scale Score Range for Standard Not Met	Achievement Level Scale Score Range for Standard Nearly Met	Achievement Level Scale Score Range for Standard Met	Achievement Level Scale Score Range for Standard Exceeded
3	2189	2621	2189–2380	2381–2435	2436–2500	2501–2621
4	2204	2659	2204–2410	2411–2484	2485–2548	2549–2659
5	2219	2700	2219–2454	2455–2527	2528–2578	2579–2700
6	2235	2748	2235–2472	2473–2551	2552–2609	2610–2748
7	2250	2778	2250–2483	2484–2566	2567–2634	2635–2778
8	2265	2802	2265–2503	2504–2585	2586–2652	2653–2802
11	2280	2862	2280–2542	2543–2627	2628–2717	2718–2862

WPUSD:

Mathematics Scale Score Ranges

Grade	Min Scale Score	Max Scale Score	Achievement Level Scale Score Range for Standard Not Met	Achievement Level Scale Score Range for Standard Nearly Met	Achievement Level Scale Score Range for Standard Met	Achievement Level Scale Score Range for Standard Exceeded
3	2189	2621	2189–2380	2381–2435	2436–2500	2501–2621
4	2204	2659	2204–2410	2411–2484	2485–2548	2549–2659
5	2219	2700	2219–2454	2455–2527	2528–2578	2579–2700
6	2235	2748	2235–2472	2473–2551	2552–2609	2610–2748
7	2250	2778	2250–2483	2484–2566	2567–2634	2635–2778
8	2265	2802	2265–2503	2504–2585	2586–2652	2653–2802
11	2280	2862	2280–2542	2543–2627	2628–2717	2718–2862

B. Additional Justification for Charter Renewal

Analysis of Charter Renewal Criteria – Student Subgroups

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

> The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as "a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052." EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Goal 1: Our students will demonstrate academic excellence that meets or exceeds California Common Core State Standards (CCSS) for English Language Arts (ELA), as demonstrated by multiple measures.

The goal of demonstrating academic excellence, as set forth in the Local Control and Accountability Plan (Appendix G), was achieved by Partners students. The Charter School is proud of the improvement and accomplishment of its students. To further improve the academic standing of all continuing and future students at Partners, an action plan was developed to address areas that required attention.

Partners is proud to report that five of the seven areas of English Language Arts have demonstrated academic improvement. The Multi-Tiered Systems of Support focus team has been developed to address the two areas that require further attention. This team will work with students, families, and teachers to enhance the understanding and use of the *i-Ready* program. Further, students who have been identified as needing additional ELA support will be closely monitored and given the necessary resources to achieve greater academic success.

Acronym List	
ELA	English Language Arts
ESL	Learning Period English Second Language
LC	Learning Center
LP	Learning Period
Reginal Administrator	RA
SpEd or SPED	Special Education
SPsis	School Pathways Student Information System
ST	Supervising Teachers
WPA	Writing Performance Assessment

Expected Annual Measurable Outcomes	Actual Measurable Outcomes
The percentage of students reading at or above grade level at the start of the year will increase by the end of the school year, as measured by the *i-Ready* Diagnostic Assessment for reading.	MET: percentage increased by 2.4% 2015-2016 = 9.9% 2016-2017 = 12.3% (as calculated using Performance by School and Grade Report)

The percentage of students using *i-Ready* instruction will increase.	MET: usage increased by 3.2% 2015-2016 = 49.8% 2016-2017 = 53%
The percentage of students using *i-Ready* reading instruction 45 minutes per week or more will increase.	NOT MET: usage decreased by 0.4% 2015-2016 = 2.3% 2016-2017 = 2.0%
The number of students scoring "Met Standard" and above in ELA as measured by CAASPP will increase.* (ELA Performance Indicator will increase)	NOT MET: status decreased by 0.6 points According to CA Dashboard: Spring 2017 (2016 CAASPP) ELA is yellow Status: low 37.4 points below 3 Change: maintained = +5.7 points Fall 2017 ELA is orange Status: low 38 points below 3 Change: maintained = -0.6 points
The CAASPP participation rate for ELA will increase in grades 3-11.* (*API)	MET: increased usage by +5.0% 2016 CAASPP = 86.5% 2017 CAASPP = 91.5%
English Learner Progress Indicator (ELPI) will increase.*	MET: status increased by 21.3%, indicator was blue Spring 2017 (2016 CAASPP) ELPI is yellow Status: low 64.6% Change: increased = 2.8% Fall 2017 ELPI (2017 CAASPP) is blue Status: very high 85.9% Change: maintained =0.8%
Maintain California standards-aligned instructional materials (text and e-text) sufficiency at 100% for all grades TK-12 in ELA.*	MET: 100% maintained

Planned	Actual
1. Provide and utilize *i-Ready* Diagnostic Assessment for Reading to assess all students K-12 and to provide CCSS aligned reading intervention as needed.	• Revise 17-18 Diagnostic Guidelines • Share *i-Ready* Guidelines with STs May 15, 2017 • Notify families by email regularly during window • Develop If…Then sheet to assist STs • Review guidelines and If…Thens at August 2017 in-service • Monitor progress at each LP Meeting • Communicate with Teachers, Admin, and Parents about progress during assessment window • Schedule regular time for STs to examine data and discuss interventions • Communicate that *i-Ready* is 1st Intervention for all Tiers at August in-service • LP 2 Meeting STs identify all students in need of intervention. Tiers 1-3, EL • Students in Tiers 1-3 are placed in instructional groups within *i-Ready* to aid

	in progress monitoring • Intervention instructional groups in *i-Ready* are assigned Growth Monitoring assessments monthly to aid in progress monitoring • MTSS Coordinator monitors student progress of Tier 2 and Tier students on Growth Monitoring Assessments MTSS Committee evaluates data at set intervals and makes decisions to support increased student achievement
2. Continue to provide and improve English Language Development (ELD) support services to all English Learners (ELs).	• Renew ESL Reading Smart: May 2017 • Pilot Reading Eggs: April–June 2017 • Renew Reading Eggs June 2017 • Revise EL Progress Monitoring form & process • Provide Reading Eggs training to teachers: live & recorded. ○ Aug. 22 Reading Eggs Webinar ○ Sept. 18 Reading Eggs Webinar Recorded & posted to Hub • Plan EL data analysis at regular intervals: ST meetings • STs report student progress in ELD for each LP. RA and ELD Coordinator monitor progress • Renew ESL Reading Smart: May 2018 Renew Reading Eggs: June 2018
3. Maintain an English Learner Advisory Committee (ELAC) and maintain interpreters for meetings.	• 2017-18 meeting dates & topics have been set • Meeting 1: Aug. 25 @ 1PM: Topic – EL status & what it means, Survey • Meeting 2: Sept. 22 @ 1PM: Topic – Required ELD, Reading Eggs and ESL Reading Smart • Meeting 3: Nov. 3 @ 10AM: Topic – Progress monitoring • Meeting 4: Jan. 19 @ 1PM: Topic – Intervention, CELDT, ELPAC • Meeting 5: Feb. 23 @ 1PM: Topic – CAASPP Meeting 6: April 20 @ 1PM: Topic – Reclassification
4. Continue internal professional development on CA English Language Development (ELD) standards as needed.	Evaluate possible implementation of more training
5. Based on CA MTSS model, continue to provide targeted, research-based ELA support to struggling students, in addition to *i-Ready*. Evaluate implementation of the MTSS process, services, and resources utilizing available data.	• Review SST Process, ILP, intervention Options on in-service Day 2 • Order Reading Eggs as Intervention option for Tiers 2 & 3 in Grades K-3 • Share Intervention materials at ST meetings • Create instructional groups in *i-Ready* for EL, SED, Sped, and intervention to facilitate

	growth monitoring • Assign Growth Monitoring assessments to Intervention instruction groups in *i-Ready* • MTSS Coordinator regularly monitors (monthly) *i-Ready* intervention data for Tiers 2 & 3 to ensure students are progressing • MTSS Committee examines *i-Ready* intervention data to make revisions to processes (April–May 2018) • Pilot High School math materials (Jan–March 2018) Order materials for Tier 2 & 3 intervention: April–May 2018.

6. Implement alternate assessments for ELA and ELD to be expanded school wide as a multiple measure.
 	
Analyze data, including participation rates, to determine potential additional measures.
	• Revise WPA Prompts and Rubrics: April–May 2017
	• Solidify timeline for 2017-18 by May 2017
	• Share timeline with STs at May 15 meeting
	• Revise timeline per ST request
	• Administer WPA: September–October
	• Score WPA: November–December
	• Post scores to SPsis: January
	• Return to student: February
	• Select/Create new prompts and anchor papers for use in 2018-2019 Feb–April
	• Pilot new prompts at all grade levels: March–April 2018
	• Select anchor papers: April 2018
	• Develop WPA Timeline for 2018-19 and share at May ST Meeting
	  • Analyze 2017 data: June 2017 Admin meeting
	  • Analyze participation and outcome data: Fall 2017
	Brainstorm next steps: Fall 2017

7. Provide initial training (by ELA publisher) as well as follow up support PD for all newly purchased ELA recommended curriculum for grades 6-12.
 	
Implement CCSS aligned ELA recommended curriculum for grades 6-12.
	• Notify STs of purchasing decision for ELA 6-8 at May ST meeting. Share webinar links for teachers to preview
	• Submit quote to board for PD: May 2017
	• Schedule PD for August and September
	  ○ Aug. 9 Overview training
	  ○ Training available on-demand at https://mypearsontraining.com/
	• Train LC teachers who would like to use materials (LMCC 6-8)
	• ELA Coach to train and support My Perspectives implementation for LC staff and parents
	  • Submit quote for grades 6-8 texts and PD to board: May 2017
	  • Update order form with My Perspectives 6-8 option

	• Create TRGs and Assignment Guides for My Perspectives: June 2017 • Verify School Pathways has My Perspectives: July 2017 • Monitor availability of CA TCC (online access) for grades 9-12: December 2018 • Assess online compatibility of My Perspectives: January 2018 Submit My Perspectives quote to Board as applicable

8. ELA Curriculum Committee will pilot, evaluate, and recommend for purchase new CCSS aligned ELA curriculum for grades K-5.	• Contact publishers to coordinate pilots for 2017-18
	• Create timelines and notifications for pilot (Copy HS)
	• Inform teachers of pilot: May, August 2017
	• Prep materials for fall pilot – Pearson Ready Gen
	• Schedule fall Pilot Training:
	  ○ Aug. 21 Webinar
	  ○ Sept. 13 Parent Training
	• Regularly follow up with parents and teachers who pilot
	• Prep materials for winter pilot – Benchmark Advance
	• Schedule winter Pilot Training:
	  ○ Jan. 19 Webinar
	• Regularly follow up with parents and teachers who pilot
	• Analyze feedback to make curriculum selection
	• Present curriculum selection to GB for approval and order for 2018-19
	• Inform teachers of new curriculum selection and training opportunities
	Plan PD for 18-19

9a. Analyze available data and reporting tools to determine appropriate measures to capture student participation, performance, needs, and strengths. 9b. Examine a variety of recognition and accountability measures to encourage increased student participation and achievement in school and state assessments.	• Establish data committee/leadership team or perhaps MTSS Committee • Identify administrator to lead data analysis • Develop means of communicating findings with all stakeholders • Weekly emails to families and teachers encouraging *i-Ready* Diagnostic participation in beginning of year through September • Monthly email updates on *i-Ready* participation in instruction and student growth Eagle's Nest Student Awards in December 2017

Goal 2: Our students will demonstrate academic excellence that meets or exceeds California Common Core State Standards (CCSS) for Mathematics, as demonstrated by multiple measures.

Partners is equally proud to report that four of the five areas of Mathematics have demonstrated academic improvement. After receiving notice of the single remaining section that requires additional attention, Partners has responded by developing the Multi-Tiered Systems of Support team to better support students under the *i-Ready* program to discover and resolve academic underachievement.

<table>
<tr><th>Expected Annual Measurable Outcomes</th><th>Actual Measurable Outcomes</th></tr>
<tr><td>1. The percentage of students working at or above grade level in math at the beginning of the school year will increase by the end of the school year as measured by the i-Ready Diagnostic Assessment for math.</td><td>MET: percentage increased by 7%
2016-2017 i-Ready Math Diagnostic BOY = 44%, EOY = 51%
(as calculated using Performance by School and Grade Report)</td></tr>
<tr><td>2. Grade level student cohorts will increase their math achievement year over year as measured by i-Ready Diagnostic Assessment for math.</td><td>NOT MET: 5 out of 13 grade level student cohorts increased their math achievement year over year as measured by i-Ready Diagnostic Assessment for mathematics
<table>
<tr><th>Grade</th><th>Spring 2016</th><th>Spring 2017</th></tr>
<tr><td>K</td><td>97%</td><td>100%</td></tr>
<tr><td>1st</td><td>83%</td><td>87%</td></tr>
<tr><td>2nd</td><td>83%</td><td>78%</td></tr>
<tr><td>3rd</td><td>85%</td><td>56%</td></tr>
<tr><td>4th</td><td>74%</td><td>62%</td></tr>
<tr><td>5th</td><td>65%</td><td>69%</td></tr>
<tr><td>6th</td><td>64%</td><td>46%</td></tr>
<tr><td>7th</td><td>40%</td><td>53%</td></tr>
<tr><td>8th</td><td>44%</td><td>50%</td></tr>
<tr><td>9th</td><td>55%</td><td>40%</td></tr>
<tr><td>10th</td><td>40%</td><td>22%</td></tr>
<tr><td>11th</td><td>8%</td><td>5%</td></tr>
<tr><td>12th</td><td>0%</td><td>0%</td></tr>
</table></td></tr>
<tr><td>3. The percentage of students using i-Ready math instruction will increase.</td><td>MET: increase of 4%
2016-17 = 44% as of 1/27/17
2017-18 = 48%</td></tr>
<tr><td>4. The percentage of students using i-Ready math instruction 45 minutes per week or more will increase.</td><td>MET: increase of .7%
2016-17 = 2%
2017-18 = 2.7%
*note snapshot date 3/10/18</td></tr>
<tr><td>5. The number of students scoring "Met Standard" and above in math as measured by CAASPP will increase.* (*API)</td><td>MET: status maintained / increase of 2.4 points
2015-16 = 21% overall students met standard and above*</td></tr>
</table>

	CA Dashboard Data: - All students = Orange/Low = 70.7 points below level 3, (declined -7.9 points) - Socioeconomically disadvantaged students = Red/Low = 93.6 points below level 3, (declined -30.1 points) - Students with disabilities = Red/Very Low = 125.9 points below level 3, (declined -13.8 points) - Hispanic students = Orange/Low = 87.7 points below level 3, (declined -5.5 points) 2016-17 = 25% overall students met standard and above* CA Dashboard Data: - All students = Orange/Low = 68.3 points below level 3, (maintained +2.4points) - EL = 78.1 points below level 3 (Increased Significantly +23.6points) - Socioeconomically disadvantaged students = Red/Very Low = 95.9 points below level 3, (maintained -2.3 points) - Students with disabilities = Red/Very Low = 128.6 points below level 3, (maintained -2.7 points) Hispanic students = Yellow = 76.9 points below level 3, (increased 10.8points)
6. The CAASPP participation rate for math will increase in grades 3-11.* (*API)	**MET-** increased by 1% 2015-16 = 90% participation 2016-17 = 91% participation
7. Maintain CA CCSS-aligned instructional materials (text and e-text) sufficiency at 100% for all grades TK-12 in math. * Mandatory State Indicator	**MET**: 100% maintained

Planned	Actual
1. Continue to provide and utilize *i-Ready* Diagnostic Assessment for math to assess all students K-12 and to provide CCSS aligned intervention for math.	• Revised 17-18 Diagnostic Guidelines • Share *i-Ready* Guidelines with STs May 15, 2017 • Notify families by email regularly during window • Develop If…Then sheet to assist STs • Review guidelines and If…Thens at August 2017 in-service • Monitor progress at each LP Meeting • Communicate with Teachers, Admin, and Parents about progress during assessment window • Schedule regular time for STs to examine data and discuss interventions • Communicate that *i-Ready* is first Intervention for all Tiers at August in-service • LP 2 Meeting STs identify all Tier 1-3 students in need of

	intervention • Students in Tiers 1-3 are placed in instructional groups within *i-Ready* to aid in progress monitoring • Intervention instructional groups in *i-Ready* are assigned Growth Monitoring assessments monthly to aid in progress monitoring • MTSS Coordinator monitors student progress of Tier 2 and Tier 3 students on Growth Monitoring Assessments MTSS Committee evaluates data at set intervals and makes decisions to support increased student achievement
2. Complete research and select additional assessment(s) for math to be utilized school wide as multiple measures.	Research in progress: Grade 8 end of year exam (determine algebra readiness)
3a. Continue to provide targeted, research-based math support to struggling students in addition to *i-Ready* and ensure adequate progress. 3b. Continue to utilize current recommended curriculum for math: *GoMath!* K-8 3-year purchase (See 3.2.9 for High School). 3c. Research and pilot additional standards-based online curriculum options for grades 6-8.	3a. Math Support class at the RLC, online math tutorials, Tier 3 math intervention via vendors, Educational Technology Resources (list…) 3b. *GoMath!* continued to be utilized as the HCS recommended curriculum for math grades K-8
4. Use Professional Learning Communities (PLC) process to monitor student progress on grade level work and *i-Ready* instruction by student and by subgroup (i.e. ELs, SED, foster).	• Create instructional groups in *i-Ready* for EL, SED, Sped, and intervention to facilitate growth monitoring • During ELAC meetings the ELD Coordinator trained the attendees on CAASPP. Communication was sent out to teachers of EL students informing them of the accommodations and supports that are available for CAASPP and asking the STs to see if any of the supports may be appropriate for their EL students. Links and information on the email to help them make an informed decision for their students. • During each staff meeting, the RLC staff discusses how they are reaching any student who is struggling. This would be in addition to how the STs are reaching the students but we are intentionally reaching out to every student who is failing or close to failing in a myriad of ways. Then, the group collaborates on what has worked in their classrooms • Some examples the team has brought back are phone calls vs. emails, quick daily check-ins during carpool, emails to ST and family, using class time once a month to both review and allow students to catch up

	on work so the teacher can meet with individuals one at a time • Regional Administrators have also trained teachers to look at *i-Ready* and many of the K-8 ones assign the lessons as part of homework that is sent home • Students in Danger of Failing tracking was implemented as a collaborative effort between administration, Learning Center, Virtual Instructors and STs, and has led to heightened awareness and follow-up and intervention for students at risk of failing a course • August and September meetings were devoted to increasing *i-Ready* participation • November we discussed CAASPP data as it was broken down by JaDene which included the subgroups you listed • https://docs.google.com/presentation/d/155YwKxnmg6Qx-i124L5U1clyP1tEHCT6G0LOrRff1Tg/edit#slide=id.g2a86723ad6_2_0 • We also reviewed the requirement of completing and updating the ILPs. Teachers logged into *i-Ready* and discussed in groups how they have been addressing their students' academic deficiencies • In December, we began ramping up for the CAASPP. Talking points, logins, etc. • January was more discussion about maintaining ILP information and tracking EL progress February was more ILP discussion and share out of best practices for completing the ILP and tracking student progress
5a. Analyze available data to determine appropriate measures to capture student participation, performance, needs, and strengths. 5b. Examine a variety of recognition and accountability measures to encourage increased student participation and achievement in school and state assessments.	5a. • Assign Growth Monitoring assessments to Intervention instruction groups in *i-Ready* • MTSS Coordinator regularly monitors (monthly) *i-Ready* intervention data for Tiers 2 & 3 to ensure students are progressing • MTSS Committee examines *i-Ready* intervention data to make revisions to processes (April–May 2018) • October we discussed potential rewards and consequences for completing or not • Students in Danger of Failing tracking was implemented as a collaborative effort between administration, Learning Center, Virtual Instructors, and STs, which has led to heightened awareness and follow-up and intervention for students at risk of failing a course 5b. Eagle's Nest 2017: Celebrating student academic achievement and growth (CAASPP & *i-Ready*)

I. EDUCATIONAL PROGRAM

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

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

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

A. Mission and Vision Statements

Mission Statement: The Governing Board-adopted Student Learning Goals

As of May 15, 2014, the Horizon Charter Schools Governing Board transitioned from the Carver Model (adopted in October 2006) to Brown Act School Governance. The Student Learning Goals outline the Charter School's purpose and expected school-wide learning results. These goals are reviewed and updated as necessary. The most recent revision was made on May 19, 2016. The Board-adopted Student Learning Goals are as follows:

Partners exists to ensure students achieve academic excellence that meets or exceeds California Standards. Partners will support parental choice, exercise fiscal prudence, and provide a safe environment.

As a result of our efforts, students will:

1. Demonstrate reading, writing, mathematics, history, and science content understanding that meet or exceed the California Standards. Effective use of technology and the integration of critical thinking strategies are essential skills woven throughout all content areas.
   a. Reading/Language Arts
      Demonstrate understanding of reading, writing, written and oral English language conventions, and listening and speaking within a balanced and comprehensive Language Arts program.

b. Math
Demonstrate understanding of mathematical concepts in the elementary and middle grades through the five mathematical strands (number sense; algebra and functions; measurement and geometry; statistics, data analysis, and probability; and mathematical thinking) as well as through the disciplines of algebra, geometry, and calculus in secondary school.

c. Social Studies
Demonstrate knowledge, understanding, and comprehension of the political process; and awareness of people, cultures, events, and movements in history and contemporary society.

d. Science
Demonstrate an understanding of earth, life, and physical sciences through subject matter study as well as the application of the scientific method through investigation and experimentation.

2. Pursue their own special interests and talents while challenging and improving their abilities in the following areas:
   a. Effective use of technology
   b. Problem solving and critical thinking strategies
   c. Visual and Performing Arts

Vision Statement

Quality Education through Personalized Learning. We believe every child can achieve academically and individually. An Individualized Learning Plan (ILP) will be developed for every child based on state standards and the child's abilities, interests, and aptitudes. Students will be largely responsible for their educational inquiry and pursuits.

Partners is dedicated to the belief that each and every student can succeed, and this singular purpose will be collectively achieved through personalized learning, using a variety of instructional methodologies. Partners believes caring mentors and community, in addition to project-based learning, best support academic achievement. Partners also believes it is absolutely critical that students and parents assume a large portion of responsibility for student learning that is demonstrated through multiple and authentic assessment measures.

B. Program Structure

Partners will operate as a non-classroom based charter school serving students from Transitional Kindergarten through grade 12. Instruction may be provided through independent study, small group instruction, and/or distance learning. Students and their parent(s) will develop a Master Agreement with their Supervising Teacher (ST), and specialists (as needed) detailing the student's learning objectives, course of study, instructional methodologies, and how the learning will be evaluated. Students with disabilities will be provided specialized instruction and services as required by their Individualized Education Plans (IEPs).

High Expectations, Curriculum, and Instruction

Partners will have a climate of high expectations for all students, supported by high-quality instruction, rigorous coursework, and access to quality curriculum in a variety of formats, including current technologies, with a user-friendly communication framework. Student academic growth and achievement will be rewarded and celebrated.

Partners is accredited by the Western Association of Schools and Colleges through June 30, 2024. Therefore, all secondary courses are transferable to other public high schools and eligible to meet college entrance requirements. In addition, the Charter School offers courses approved by the University of California and the California State University, which are creditable under the A-G admissions criteria. Information as to the transferability of secondary courses to other public high schools and their acceptability to satisfy college entrance requirements is supplied when the Supervising Teacher, parents, and student choose courses each semester that support the student's educational plan.

Lincoln Montessori Community Co-op

This is an educational option for those parents who wish for their children to obtain an academic education in a community-based setting. In this site-based program, students will attend school all day, Monday through Friday. The Lincoln Montessori Community Co-op (LMCC) will serve elementary grades with combination classes of two grade levels. Providing an avenue for parental involvement, LMCC will be a co-op in which parent participation is an integral part of the Charter School's success and an expected element from each family. Enrollment in the LMCC will be by a lottery.

Home Study/Homeschool

The Home Study Program is designed for students whose parents are actively involved in their education. The parents have a strong sense of what they want their children to study, and participate in the lesson planning, instructing, and correcting of assignments for their children under the guidance of the Supervising Teacher.

Independent Study

The Independent Study Program is designed for secondary students whose parents need or want more assistance in educating their child or for those families who do not choose to be as involved in the day-to-day educational program as the Home Study Program requires.

Enrichment Programs

Another program choice involves supplementing independent study at home with support through enrichment programs. These specialized programs are educational programs hosted by various local communities. This program option generally consists of 2 days per week (similar to a community college model) of core subject instruction, and 1 day per week of academic electives. Students entering into these programs receive instruction from credentialed teachers in the subject

area of instruction, and then complete homework and projects at home and in their local community.

Guidance Office

The Guidance Counselor serves as a resource to parents, at any time, by appointment, telephone, email, and special parent nights held throughout the year. Information is also mailed directly to students and parents as appropriate. Training and updates are provided to teachers as part of the school staff development plan.

Partners Charter School Webpage

The Guidance Office maintains a webpage that includes information on choosing courses, requirements for the University of California and California State University Systems, and high school graduation requirements.

Assessment and Intervention

Partners will strive for success in: addressing and servicing the academic needs of each student; assessing individual academic growth; adapting the academic plan based upon frequent and varied assessments; and providing acceleration or intervention. This will result in the overall success of each student.

Student Focus/Special Interests and Talents

Partners students learn to select and develop their own education, choosing the best-suited academic environment from a streamlined process. They benefit from a myriad of community opportunities for exploration and training, and graduate as confident, directed, and skilled young adults. While motivating and supporting students to achieve academic excellence, Partners Supervising Teachers help students to find their passion and encourage their unique special talents, interests, and abilities.

Parent and Community Partnerships

Partners is responsive to diverse community needs, developing innovative learning communities that reflect local values based upon strong parent-professional collaborative partnerships.

Professional Learning Communities and Continuous Improvement

Partners is a school with Professional Learning Communities of students, parents, teachers, and staff working together. They are a driving force behind continual academic improvement and achievement for students of all backgrounds and individual learning abilities.

C. Students to be Served – Whom the Charter School Intends to Educate

The following tables depict the makeup of the Partners student body. Notable trends in student demographic data include:

- The race/ethnicity breakdown of Partners' student population is generally reflective of the Sponsoring District, as well as the surrounding region.
- As Partners requires parents to report family income when applying for enrollment, it is evident that a significant percentage of students whom Partners serves (33.5%) live in socioeconomically disadvantaged homes. This is an important consideration for services to students of independent/home study, as the data implies the necessity of supplying critical learning tools and resources that may be more readily found in higher income homes.
- 20.8% of Partners students have a disability, which provides additional motivation to offer individualized learning options and resources to help students of all abilities achieve their education and vocational goals.
- 3.6% of Partners students are classified as English Learners (EL), which has prompted an increase in the development of tools and methods to encourage the continued success of EL students at the Charter School.

In addition to these populations, Horizon is placing an increasing emphasis throughout the school on retaining students who might otherwise dropout, transfer to another school, or graduate early

Table 1: Partners Enrollment by Ethnicity and Grade 2016-17

Ethnicity	Total	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
African American	32	0	2	2	0	1	1	1	0	1	0	3	10	5	6	0
American Indian or Alaska Native	10	0	0	1	0	2	1	2	0	2	0	0	0	0	2	0
Asian	16	3	1	1	0	2	1	1	1	0	0	1	2	1	1	0
Filipino	6	0	0	0	1	1	0	0	0	0	0	1	0	1	2	0
Hispanic or Latino	146	5	1	3	6	7	13	13	7	7	0	8	18	16	42	0
White	480	42	30	32	31	26	34	23	23	35	0	28	44	59	83	0
Two or More Races	68	3	5	1	5	3	4	7	6	5	0	6	5	5	13	0
Not Reported	17	3	2	1	4	0	1	1	0	1	0	1	1	0	2	0
Total	**784**	**58**	**41**	**41**	**47**	**42**	**55**	**48**	**37**	**61**	**0**	**48**	**80**	**87**	**151**	**0**

Table 2: Partners Enrollment Multi-Year Summary*

Academic Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2016-17	784	4.1%	1.3%	1.9%	0.8%	18.6%	0.0%	62.5%	8.7%	2.2%
2015-16	1,007	2.4%	1.1%	1.6%	0.6%	27.1%	0.2%	59.1%	6.6%	1.8%
2014-15	1,125	3.5%	2.0%	2.3%	1.0%	25.5%	0.1%	63.0%	0.0%	2.7%

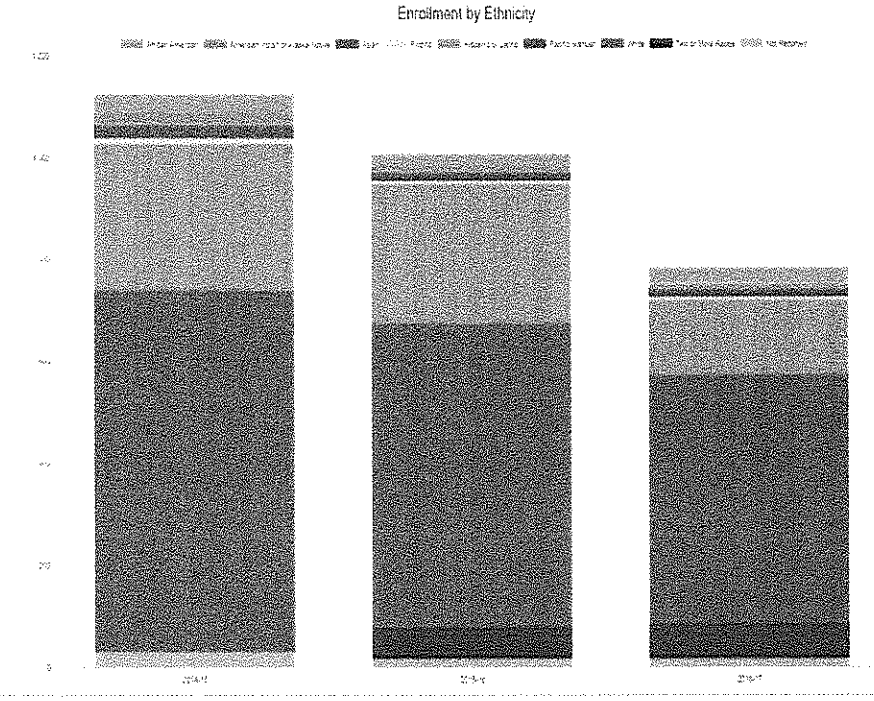


Table 3: Partners Enrollment by Ethnicity 2016-17**

Name	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
Partnerships for Student-Centered Learning	784	4.1%	1.3%	1.9%	0.8%	18.6%	0.0%	62.5%	8.7%	2.2%

Report Totals

Name	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
Partnerships for Student-Centered Learning	784	4.1%	1.3%	1.9%	0.8%	18.6%	0.0%	62.5%	8.7%	2.2%
Fresno Roger Unified	9,020	2.6%	1.2%	3.3%	2.3%	26.9%	0.7%	59.7%	2.6%	1.8%
Fresno County	72,769	2.2%	0.7%	5.8%	2.6%	19.2%	0.4%	62.3%	5.4%	1.5%

*Source: CDE DataQuest, 2016-17
** Source: CDE DataQuest, 2016-17

Table 4: Horizon Enrollment by Subgroup 2016-17

Subgroup	Enrollment
English Learners	28
Foster Youth	1
Homeless Youth	5
Migrant Education	0
Students with Disabilities	163
Socioeconomically Disadvantaged	263
All Students	784

Subgroup	Enrollment
English Learners	3.6%
Foster Youth	0.1%
Homeless Youth	0.6%
Migrant Education	0.0%
Students with Disabilities	20.8%
Socioeconomically Disadvantaged	33.5%
All Students	**784**

Table 5: Horizon Enrollment by Grade & EL Status 2016-17

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)
KN	56	100.0%	0.0%	0.0%	0.0%	0.0%
01	41	97.6%	0.0%	2.4%	0.0%	0.0%
02	41	100.0%	0.0%	0.0%	0.0%	0.0%
03	47	97.9%	0.0%	2.1%	0.0%	0.0%
04	42	90.5%	2.4%	2.4%	4.8%	0.0%
05	55	96.4%	0.0%	3.6%	0.0%	0.0%
06	48	93.8%	0.0%	4.2%	2.1%	0.0%
07	37	78.4%	5.4%	13.5%	2.7%	0.0%
08	51	96.1%	0.0%	2.0%	2.0%	0.0%
09	48	95.8%	2.1%	0.0%	2.1%	0.0%
10	80	92.5%	0.0%	5.0%	2.5%	0.0%
11	87	93.1%	1.1%	3.4%	2.3%	0.0%
12	151	82.8%	2.6%	5.3%	9.3%	0.0%

Report Totals

Name	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)
Partnerships for Student-Centered Learning	784	92.2%	1.1%	3.6%	3.1%	0.0%

D. An Educated Person in the 21st Century

The Charter School identifies an educated person in the 21st century to mean a person who has not only demonstrated mastery of the standards in reading, writing, mathematics, social studies, and science, but who also demonstrates effective use of technology and critical thinking strategies. It is the goal of Partners to help students become self-motivated, competent, and lifelong learners.

E. How Learning Best Occurs

Partners' parents, students, and Supervising Teachers believe that the best learning occurs when:

- Educational delivery methods are tailored to each individual student's learning styles.
- Personalized learning is the primary focus, with additional enrichment opportunities provided as educational options.
- Real life, project-based learning is emphasized.
- Enrichment is provided through a variety of opportunities such as internships, enrichment instruction, virtual/online learning, academic competitions, study trips, etc.
- The global community serves as the school campus.

Objectives of Partners include, but shall not be limited to, the following:

- Students will perform and achieve as well as or better than students in traditional California public schools.
- Students will achieve competency in basic academic skills and meet state standards.
- Students will be intrinsically motivated through meaningful learning opportunities that stimulate the interests of each individual student.
- Students will explore their potential in the visual and performing arts.
- Students will become 21st-century learners through the effective use of technology.
- Students will learn to recognize and use their skills and abilities.

To the extent that students participate in non-classroom and independent study programs, the Charter School will comply with state laws and regulations related to independent study including, but not limited to, Education Code Sections 47612.5 and 51745 *et seq.*

F. Program Implementation

Instructional Strategies

Parents act as facilitators in their children's learning program. Partners works with students and parent facilitators by providing them with high-quality educational resources, an assigned certificated Supervising Teacher, and access to a team of education professionals who provide additional support services as appropriate. All Supervising Teachers are compensated and are certificated staff.

Students who attend Partners will be educated through independent/home study programs, Individualized Learning Programs, enrichment, supplemental learning projects, and online classes. All instruction is personalized and differentiated. Teachers use a variety of instructional methods and approaches that are research-based and congruent with the core values of the Charter School and each specific program. Instruction is multi-modal, and technology is widely infused. Each

independent study student and parent facilitator is required to sign a contract ("Master Agreement") with the Charter School regarding the following education responsibilities:

- Assignments and instruction
- Selection of curriculum
- Evaluation of student work
- Cooperative learning projects
- Project-Based Learning and study trips

Parent education and support training are made available to parents on a regular basis. The Supervising Teacher is responsible for regular, periodic evaluation of student progress and academic achievement.

In the 2015-16 academic year, the Parent Educator and Parent Liaison were hired to collaboratively work with parents for the provision of training and education. It is the belief of the Charter School that empowering the parents will directly help the students.

G. Courses and Curriculum

All students are supported to achieve mastery of grade-level content standards. As a school of personalized learning and parent choice, Partners students have access to a variety of California standards-based curriculum for their use. Students are provided with all textbooks and instructional materials needed for their educational program. Horizon has a comprehensive Curriculum Resource Center in Lincoln, which is available to students.

Partners also uses Recommended Curricula (See Appendix D), which consists of State Board-adopted instructional materials. These are optional, but encouraged, within the context of the student's Individualized Learning Plan.

In addition, Partners has a wide variety of online resources (See Appendix E) available to all students.

H. Professional Development

Student achievement is the focus of Partners' professional development. Partners has a dynamic Professional Development Plan that corresponds directly to the Charter School's improvement plan goals. This Professional Development Plan may be viewed in the Western Association of Schools and Colleges (WASC) document. (See Appendix F, pg. 9.) Professional development offerings for Partners provide support for certificated staff and classified staff.

Professional development for certificated staff is delivered in a wide variety of ways, including: in-service days, monthly Supervising Teacher meetings, weekly on-site staff meetings, professional conferences, involvement in county offerings, Beginning Teacher Support and Assessment (BTSA), and curriculum and instruction training as needed. Recent focus has been on developing Professional Learning Communities to put all the Charter School's resources together toward the achievement of every student.

Professional development for classified staff provides training on a variety of topics during in-service days, along with ongoing department-specific training. In addition, classified staff take advantage of the offerings through the County Offices of Education. Horizon Charter Schools provides quarterly update meetings, to include participation and contribution to the WASC reviews.

School Calendar & Itinerary of Professional Development
(See Appendix H)

I. Common Core State Standards Implementation

Partners is dedicated to student success. We believe the California Common Core State Standards (CCSS) complement our curriculum, assessment, and professional development plans. To that end, Partners created a CCSS steering committee to align instructional materials and curricular units to the CCSS and redesign data, assessment, and accountability systems to reflect the expectations in the CCSS. The Charter School mobilized supports for students with disabilities and General Education students. Through shared leadership, Partners designed self-sustaining practices that promote student-centered, inquiry-based learning. We welcome the learning opportunities the CCSS brings to our Charter School.

Partners followed the recommended CCSS timeline set by the California Department of Education. Teachers participated in professional development focused on understanding the intent and content of the new standards, focusing on instructional practices for the preparation of full implementation of the CCSS. The CCSS steering committee provided sample units and implementation strategies to the teaching staff during biweekly and monthly professional development activities.

J. Plan for Low-achieving Students

Children are unique individuals. Each learns in his or her own way at an individual rate.

At Partners, we believe each and every student can succeed. This is our singular purpose. By personalizing learning and using a variety of instructional methodologies, we can best support our students' academic success.

Sometimes, a student may need extra time or additional learning support. This extra support may be necessary for a few weeks, several months, or the duration of the educational plan, depending upon student progress. Partners has a comprehensive system to assist the student at the early signs of academic struggling. This system of support is called our Multi-Tiered Systems of Support (MTSS) and Response to Instruction and Intervention (RtI^2).

For most students, those who demonstrate standards mastery, there is no change to their educational plan. In fact, many students enjoy increased flexibility in the usage of their instructional funds.

All students are closely monitored for their academic achievement, including newly enrolled students. Based upon a series of screening indicators, some students will need additional time and support from their Supervising Teacher. Others may need targeted instruction provided in groups or individually to help them accelerate learning and close the achievement gap. Additional

curricular and instructional resources may also be employed based upon the Individualized Learning Plan developed for identified students.

These additional supports and extra time are closely monitored. Students will use these supports as long as is necessary. Parents and Supervising Teachers work together to improve the quality of instruction and increase student learning. It is anticipated that this school-wide system of early identification and support will result in:

- Increased academic achievement
- Decreased numbers of Problem Solving Team referrals
- Increased attendance
- Increased retention

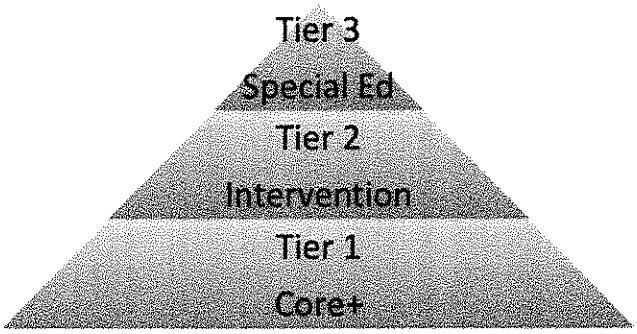
Students who continue to struggle academically after all of the additional support and time have been utilized are referred to determine their eligibility for Special Education services. Special Education assessment is considered after a series of interventions and strategies have been implemented. All of the interventions, benchmarks, and observations of the student learning are used as part of the comprehensive assessment to determine eligibility for Special Education services.

A Three-Tiered Process

Students are identified for MTSS/RtI^2 based on a careful analysis of several indicators over a period of time. These include:

- Students identified as scoring below Proficient on CSTs and on prior Spring Benchmark Assessments
- Pre-assessment measures for non-testers (K-2, waived, new, etc.)
- Scoring intermediate and below on the California English Language Development Test (CELDT)
- Failure of at least one core Mathematics or English Language Arts (ELA) class
- Request to retain student one grade

Three levels of support (called tiers) are provided to identified students based on the assessment information and the Individualized Learning Plan.



Tier 1

Students in Tier 1/Core+ receive additional time and support from their Supervising Teacher. The recommended curriculum and ancillary resources are used in addition to a variety of instructional strategies. Parent educators are trained and coached to effectively use these interventions, strategies, and resources. Area classes or web-based courses may be recommended, as well as study skills training for older students. An Individualized Learning Plan (ILP) is developed with a detailed description of the strategies and/or interventions to be employed, along with a timeline for implementation and monitoring. The plan may be for as little as 6 weeks, depending on the student's identified academic needs and response to prescribed interventions.

- Additional time & support from ST
- Ancillary resources
- Targeted instructional strategies
- Parent training
- Area classes
- Web-based classes

Tier 2

Students in Tier 2/Intervention need targeted assistance immediately. Based upon a comprehensive, individualized student assessment, using a team approach, specific strategies and interventions are deployed. These may include additional time and support from the Supervising Teacher, small group or individualized instruction, and web-based resources that target the assessed intervention needs. Teachers and tutors provide direct, explicit, and systematic instruction. Weekly progress monitoring determines the frequency and duration of the necessary intervention.

- Additional ST time & support
- Direct, explicit, systematic instruction
- Small group/individualized instruction
- Web-based supplementary resources
- Progress monitoring

Tier 3

Students in Tier 3 are those who have been identified as eligible to receive Special Education services.

- Special Education services

K. Plan for High-achieving Students

College preparatory (A-G) courses are offered at Partners. APEX Learning, an online system that is taught by both Partners teachers and APEX teachers, provides additional access to A-G classes. Virtual Learning Instructors provide common curriculum and assessments for high school students, and a plethora of information and advanced courses are available through this online platform. Advanced Placement (AP) and Honors courses are offered to our students, taught by our instructors as well as APEX Learning instructors. With a variety of curriculum available to all of our students, needs may be met through various textbook and online options.

Through the Local Control Accountability Plan (LCAP), Partners has developed a Gifted and Talented program to include stakeholder input and pupil support:

> "In 1961, the California Legislature established the Mentally Gifted Minor (MGM) program for students scoring in the 98th percentile or above on standardized intellectual ability tests. By 1980, 454 school districts and 160,000 students were participating in the program. Assembly Bill (AB) 1040, enacted in 1980, established the Gifted and Talented Education (GATE) program, allowing districts to set their own criteria for entrance and expanded service beyond only the intellectually gifted to students who were gifted and talented in areas such as specific academic ability, leadership, visual and performing arts, and creativity.
>
> In 2000, two pieces of legislation were enacted that amended provisions of the California Education Code *(EC)* for GATE. AB 2313 amended *EC* sections 52200–52212, requiring that GATE programs be planned and organized as differentiated learning experiences within the regular school day, and establishing a categorical GATE funding formula. AB 2207 amended *EC* sections 48800 and 76001, providing options for Gifted and Talented students to attend classes at postsecondary institutions regardless of age or grade level.
>
> In 2014, California's Local Control Funding Formula (LCFF) legislation redistributed state funding from several categorical programs into the general funds provided to districts, allowing local governing boards to make decisions about how to allocate the funds to best meet the needs of their student populations. GATE was one of the categorical programs repealed through this legislation, prompting Senate Bill (SB) 971 to repeal *EC* sections 52200–52212 later in the year.
>
> The LCFF provides a unique opportunity for local educational agencies (LEAs) to expand upon or develop new education opportunities for high-ability students in California public elementary and secondary schools, particularly those who are traditionally underrepresented in GATE programming. The LCFF requires stakeholder input during the development of LCAPs, further expanding the opportunity for educators, families, and other stakeholders to provide input as LEAs develop their annual budgets." [1]

[1] "Laws & Regulations." Edited by Roxane Fidler, *Laws & Regulations: Gifted & Talented Education (CA Dept of Education)*, California Department of Education, 17 July 2017, www.cde.ca.gov/sp/gt/lw/.

L. Plan for English Learners

Partners maintains policies to assure proper placement, evaluation, and communication regarding English Learners (EL) students and the rights of students and parents. The Charter School meets all applicable legal requirements for English Learners as it pertains to:

- Annual notification to parents
- Student identification
- Placement
- Program options
- EL and core content instruction
- Teacher qualifications and training
- Re-classification to fluent English proficient status
- Monitoring and evaluating program effectiveness
- Standardized testing requirements

Home Language Survey

Partners administers the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

CELDT Testing

All students who indicate that their home language is other than English are required to take the California English Language Development Test (CELDT) tested within 30 days of initial enrollment and at least annually thereafter, between July 1 and October 31, until designated as fluent English proficient.

Partners notifies all parents of the responsibility for CELDT testing and of CELDT results within 30 days of receiving results from the publisher. The CELDT is used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, which includes: notice of the reclassification and placement, a description of the process, encouragement of the parent/guardian participation, and seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established

range of performance, and basic skills based upon the performance of English proficient pupils of the same age, that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

- For students in grades 3-5, California Standards test proficiency in English Language Arts and Math.
- School benchmark assessments are determined through the utilization of the *i-Ready* Diagnostic System

Strategies for English Learner Instruction and Intervention

English Learner (EL) students are identified through the CELDT process, and receive intervention and instruction through our Supervising Teachers. Instructional strategies include, but are not limited to: connecting to prior knowledge, building background, and scaffolding.

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for EL students in the Partners will include:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate annual progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.

M. Serving Students with Disabilities

Overview

Partners complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act (ADA), and the Individuals with Disabilities Education Act (IDEA).

Partners is its own local educational agency (LEA) and is an independent member of the Placer County Office of Education Special Education Local Plan Area (SELPA), in conformity with Education Code Section 47641(a).

Partners complies with all state and federal laws related to the provision of Special Education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

Partners may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

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

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of 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 the Charter School.

A 504 team will be assembled by an Administrator and shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team 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.
- 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 (FAPE). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student,

drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

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

All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The 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 Individuals with Disabilities Education Act

The Charter School provides Special Education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School follows SELPA policies and procedures. This includes utilizing SELPA forms for: seeking out and identifying and serving students who may qualify for Special Education programs and services, responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow SELPA access to Charter School students, staff, facilities, equipment, and records, as required by law.

Staffing

All Special Education services at the Charter School are delivered by individuals or agencies qualified to provide Special Education services, as required by California's Education Code and the IDEA. Charter School staff shall participate SELPA in-service training relating to Special Education.

The Charter School is responsible for the hiring, training, and employment of site staff necessary to provide Special Education services to its students, including but not limited to Special Education teachers and paraprofessionals. The Charter School shall ensure that all Special Education staff hired or contracted by the Charter School are qualified, pursuant to SELPA policies, as well as meet all legal requirements. The Charter School is 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.

Notification and Coordination

Partners shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of Special Education services. The Charter School has adopted and implemented polices relating to all Special Education issues and referrals.

Identification and Referral

Partners shall have the responsibility to identify, refer, and work cooperatively in locating Partners students who have or may have exceptional needs that qualify them to receive Special Education services. The Charter School implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for Special Education only after the resources of the General Education program have been considered, and where appropriate, utilized.

The Charter School follows SELPA procedures to identify any students who may need to be assessed for Special Education eligibility, in the case that General Education interventions do not provide a free appropriate public education to the student.

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 Charter School will determine what assessments, if any, are necessary, and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Partners students.

IEP Meetings

The Charter School shall arrange and provide required notice for the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Administrator and/or the Partners-designated representative with appropriate administrative authority as required by the IDEA; the student's Special Education teacher; the student's General Education teacher if the student is or may be in General Education; the student, if appropriate; and other Charter School representatives who are knowledgeable about the General Education program at the Charter School and/or about the student. The Charter School 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, and Special Education teacher; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

Partners 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 IEP process. Programs, services, and placements shall be provided to all eligible Partners students in accordance with the policies, procedures, and requirements of the SELPA and state and federal law.

IEP Implementation

Partners is responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress, as provided in the student's IEP, at least as frequently as report cards are provided for Partners' General Education students. Partners provides all homeschool coordination and information exchange. Partners shall also be responsible for providing all curriculum, materials, modifications, and assistive technology in accordance with the IEP.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the state but outside of the SELPA, with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed 30 days, by which time the Charter School shall adopt the previously approved IEP, or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district-operated program under the same SELPA of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate, that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve Special Education students.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or

severity of his/her disability or due to the student's request for, or actual need for, Special Education services.

Parent/Guardian Concerns and Complaints

Partners has adopted policies for responding to parental concerns or complaints related to Special Education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

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

Due Process Hearings

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

SELPA Representation

The Charter School shall represent itself at all SELPA meetings.

Funding

The Charter School is subject to the allocation plan of the SELPA.

N. Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section "Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities" in Element II of the charter for a description of Partners' annual goals to be achieved in the Eight State Priorities school-wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(b)(5)(A)(ii).

II. MEASURABLE PUPIL OUTCOMES

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

Partners has implemented a culture in which its pupil outcome goals and school-wide outcome goals are continuously evaluated for effectiveness. Students advance and progress by demonstrating progress towards mastery of these pupil outcome goals at designated times throughout the school year. Actual outcomes shall be reported to the WPUSD each year in an Annual Performance Report (Appendix I).

Data-driven decision-making (DDDM) is used to guide all instructional, programmatic, and fiscal decisions. Target annual academic achievement goals are set with continuous improvement action plans detailing program objectives and strategies to achieve the goals.

Partners uses a comprehensive assessment system to store, report, and analyze all student progress. This assessment system tracks individual and subgroup achievement on the following standardized and standards-based assessments:

- California Assessment of Student Performance and Progress (CAASPP) System of Assessments:
  - Smarter Balanced Assessments (SBAC)
  - California Alternative Assessments (CAAs)
  - California Science Tests (CAST)
- California English Language Development Test (CELDT)/English Language Proficiency Assessments for California (ELPAC)

Professional Learning Communities analyze the assessment data, identify and intervene with struggling students, and determine needed professional development. Horizon Charter Schools Administrators regularly analyze school-wide achievement data.

Teachers oversee midterm exams, semester finals, and end-of-course exams for college preparatory and non-college preparatory core academic courses taken by independent study students. All college preparatory course exams are appropriately proctored.

Elementary students use standards-based report cards to assess progress toward mastery of the state standards. Secondary students have traditional grades and teachers oversee all core courses.

Other pupil outcomes that are tracked and reported to the Governing Board within regular monitoring reports include:

- Student mobility/retention

- Graduation rates/dropout rates
- Promotion/retention
- Discipline
- Parent and student satisfaction surveys
- Attendance/truancies/Student Absence Review Team (SART) referrals (MTSS)
- Individualized Education Plans (IEPs)/Student Study Teams (SSTs)/504 Plans/Health Plans
- English proficiency
- Work status
- College entrance exam results

In addition to demographic information and standardized testing results, Partners uses multiple measures to assess student progress toward the intended outcomes. These measures include:

- Evaluation of student work samples
- Observations
- Curriculum-based measurement
- Writing samples
- Student demonstrations
- Projects
- Participation in academic competitions
- Universal screening for incoming students
- Progress Reports and Report Cards

All student progress is monitored and evaluated at least every learning period (20 school days). Students' Individualized Learning Plans are modified as needed to address academic progress concerns. Partners develops an annual School Accountability Report Card (SARC), which is published on the website (Appendix J).

Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), Partners' annual goals, actions, and measurable outcomes, both school-wide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in Partners' Local Control Accountability Plan (LCAP). Each of these goals addresses the unique needs of all students attending Partners, including our numerically significant student subgroups. The metrics associated with these goals help Partners to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available in Appendix G. Partners shall annually update and develop the LCAP in accordance with Education Code Section 47606.5, and shall use the LCAP template adopted by the State Board of Education. Partners reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. Partners shall submit the

LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by Partners.

III. METHODS OF MEASURING PUPIL PROGRESS AND OTHER USES OF DATA

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

Partners is dedicated to documenting student achievement of the state content standards each year through state-mandated pupil assessments. As is required by Education Code Section 60605, students participate in all state-mandated testing and accountability programs applicable to non-charter public schools (CAASPP, CELDT/ELPAC, etc.). We firmly believe that the academic options offered by Partners will fully prepare students for success in these statewide assessment programs.

Partners staff uses a comprehensive approach in an ongoing effort to examine student performance and revise instructional practices to address student needs. Our goal is continuous improvement to achieve the highest quality educational program possible. Staff are continuously challenged to rethink current pedagogical practices to meet the changing needs of new and existing student populations.

A. Data Management, Analysis, and Reporting

Partners recognizes the importance of being a data-driven school. Meaningful, reliable data provides a tool to measure student progress in an ongoing, authentic arena. This includes both standardized and non-standardized tools that, when taken together, will paint a picture of student achievement.

CAASPP data is used at the beginning of the year to help teachers understand the baseline achievement of their students, along with specific areas of strength and areas in need of improvement. Multiple formative and summative assessment measures are used regularly throughout the school year, including assessments specific to State Board-adopted curricula and standards-aligned curricula, benchmark assessments, online assessments, and project-based assessments. Staff are trained on how to interpret test data, and will be engaged in critical analysis of the data in order to determine how the Charter School can address any performance deficiencies or negative data trends.

The data analysis is tied to professional development on standards-based instruction, so that teachers can enhance their understanding of student performance in light of normative data, and modify their instructional designs accordingly. In this way, staff are continuously challenged to rethink current pedagogical practices to meet the changing needs of new and existing student populations.

B. Use and Reporting of Data

Data is collected, analyzed, and reported in a timely manner. As mentioned above, teachers spend time developing the expertise to use data to understand student challenges, and then to develop the skills they need to individualize instruction and address student deficiencies. Through regular staff

meetings and administrative meetings, data is analyzed, including standardized testing results, attendance, grades, behavior, project-based assessments, benchmark tests, and anecdotal evidence. This process leads to decisions about curriculum, instructional practice, professional development, extracurricular activities, and budget allocation. Data is used to continuously monitor student progress and identify students for accelerated learning or those who need additional support.

The objective means of measuring student outcomes assists in evaluating the effectiveness of instruction at the Charter School and to make modifications in instruction for both individual students and groups of students. The above-mentioned data provides detailed information, allowing the Charter School to make informed decisions on pupil progress. Data is shared with all stakeholders, including families.

Partners utilizes an assessment and monitoring system to guide instruction in the Charter School's programs, and integrate data from a variety of sources such as state assessment, district administered tests, and possibly daily assessments given by teachers. The data monitoring system is utilized to create a variety of reports on student achievement, including disaggregated data by content strand, student subgroup, and grade level, which provide for analysis of school-wide data. Individual teachers are encouraged to use the program to track and reflect on their teaching strategies as it relates to the assessments. The system's ability to manage, track, and report information from a wide variety of assessments provides a complete picture of the student in relation to their attainment of skills and knowledge specifically determined by the goals of the Charter School.

Student achievement data is analyzed throughout the school year in order to determine if there are any patterns. When areas are identified, teachers and Partners staff are directed to look at the core programs and possible interventions that will address these areas. Resources and professional development are utilized to address the need and enhance or change programs if necessary.

C. School Accountability Report Card

The Charter School publishes student results annually through the SARC, in compliance with state law. The report includes pertinent facts and data about the Charter School, and is made available to the public as required by law. The SARC is attached in Appendix J.

D. Annual Performance Report

In addition to the SARC, Partners shall provide the District (WPUSD) with an Annual Performance Report (Appendix I). This report will include the following information:

- Summary data showing student progress toward the goals and outcomes listed above. This data is displayed on both a charter school-wide basis and disaggregated by reportable subgroups to the extent feasible without compromising student confidentiality.

- Data on the parent involvement in the Charter School's governance (and other facets of the Charter School) and summary data from a yearly parent satisfaction survey.

- Data regarding the number of staff working at the Charter School and their qualifications,

including copies of credentialing, proof of fingerprinting and background checks, and tuberculosis assessments/examinations.

- A copy of the Charter School's health and safety policies, and any major changes to those policies during the year.

- A comprehensive view of the Charter School's admissions practices during the year. This will include information regarding the numbers of students enrolled, children on waiting lists, and the students expelled and/or suspended.

- Analyses of the effectiveness of the Charter School's internal dispute mechanisms, and information regarding the number and resolutions of disputes and complaints.

- Any other information regarding the educational program, and the administrative, legal, and governance operations of the Charter School, relative to compliance with the terms of the charter generally.

The Charter School shall comply with District Board requests regarding the content, evaluation criteria, timelines, and process for the annual performance report. The Charter School will use the data in the performance report to assess and improve upon its educational programming as deemed necessary.

IV. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

A. Nonprofit Public Benefit Corporation

Partners is a directly funded, independent charter school and is operated by Horizon Charter Schools, a California nonprofit public benefit corporation with tax exempt status under Internal Revenue Code section 501(c)(3). The Horizon Charter Schools nonprofit also operates the charter school, Horizon Charter School.

Partners operates autonomously from the District, with the exception of the supervisory oversight as required by statute, and other contracted services, as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix K, please find the Partnerships for Student-Centered Learning Charter School Articles of Incorporation, nonprofit Bylaws, and a Conflict of Interest Code.

B. Board of Directors

Partners is governed by a nonprofit Board of Directors ("Governing Board" or "Board") in accordance with its adopted nonprofit Bylaws, which are consistent with the terms of this charter.

A Governing Board of five members governs the Charter School. The Board shall be comprised of one WPUSD resident Partners parent, one Placer County business/community representative, one education community representative, and two additional Partners Charter School parents. If no WPUSD resident parent applies, other Partners parents may serve in this position.

The WPUSD resident parent and two other parent representatives shall be elected by a majority of parents of active Partners students and a majority of all non-temporary classified and certificated Partners employees. One or two of these parent representatives will be elected every 2 years and will serve a term of 4 years. The business/community representative and the education community representative will be elected by a majority of the remaining Board, and will serve a term of 2 years. If a non-parent business/community representative or non-parent education community representative is not found to fill the position after a 3-month vacancy, a parent from the Charter School may be elected by a majority of the remaining Board to serve the remainder of the term. No member of the Governing Board may be employed by Partners or be a member of the immediate family of an employee of Partners.

The Governing Board is responsible for charter accountability and revision, selection of the Superintendent/CEO or the School Management Company, budget approval, the school calendar, and formal adoption of the school policies.

The Superintendent/CEO is responsible for the administration of the school. The Superintendent/CEO communicates directly with the Governing Board and WPUSD. The contract with the Superintendent/CEO may be renewed by agreement between the Governing Board and the Superintendent/CEO, or terminated by either party at the expiration of the employment contract. The duration of that contract is set by the Governing Board.

All decisions of the Governing Board are by majority vote based upon the presence of a quorum. All meetings of the Governing Board comply with the Ralph M. Brown Act (Government Code Sections 54950 *et al.*) and shall be held at a location within the WPUSD.

Charter School employees or their immediate family members shall not serve on the Board as directors.

Each director shall hold office unless otherwise removed from office in accordance with these bylaws as follows:

- Parent representatives shall serve for 4 years, so long as they are the parent of a currently enrolled student, and until a successor director has been appointed.
- Community representatives shall serve for 2 years and until a successor director has been appointed.
- Board members may serve for up to three (3) consecutive Board terms of service.

Board terms will be July 1 through June 30.

A list of the current Board members is included in Appendix A.

C. Board Meetings and Duties

The Board meets regularly, at least once a month (except during the summer), and in accordance with the Brown Act. The Board is fully responsible for the operation and fiscal affairs of Partners including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismiss the Superintendent/CEO;
- Hire, promote, discipline, and dismiss all employees of Partners after consideration of a recommendation by the Superintendent/CEO;
- Approve all contractual agreements;
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve purchase orders over $25,000.00;
- Act as a fiscal agent. This includes, but is not limited to, the receipt of funds for the operation of the Charter School, in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;

- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Involve parents and the community in school-related programs;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the school calendar and schedule of Board meetings;
- Review requests for out-of-state or overnight study trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary, and submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report; and
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with, inconsistent with, or preempted by any law, and which are not in conflict with this charter or the purposes for which schools are established. Partners shall comply with the Brown Act.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act and Corporations Code conflicts of interest rules, and which shall be updated with any charter school-specific conflicts of interest laws or regulations, as applicable. As noted above, the Conflict of Interest Code is attached within Appendix K.

The Board may execute any powers delegated by law to it, shall discharge any duty imposed by law upon it, and may delegate to an employee of the Charter School any of those duties — with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Board of Directors will conduct an annual in-service for the purposes of training individual Board members on their responsibilities with topics to include, at minimum, conflicts of interest and the Brown Act.

D. The Superintendent/CEO

SUMMARY:
Under the direction of the Governing Board, the Superintendent/CEO leads all aspects of the charter schools, acting as an agent of the Board, provides information and input to the Board, and

manages school business. The Superintendent/CEO provides educational management leadership in developing and implementing the Board-adopted Student Learning Goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Acts as the agent of the Governing Board
- Effectively oversees the implementation of data-driven instructional reform to improve academic achievement for all students
- Manages a staff of administrators, including the Assistant Superintendent of Business Services/Chief Business Official, the Assistant Superintendent of Educational Services/Chief Academic Officer, and the Assistant Superintendent of Administrative Services/Chief Operations Officer
- Recommends policy and program decisions to the Board
- Develops administrative rules and procedures to implement Board policy
- Oversees the preparation of the annual school budgets
- Ensures compliance with state and federal constitutional and statutory rules and regulations
- Develops and maintains effective channels of communication
- Responds to staff and community questions or problems regarding school operations
- Establishes and prepares meeting agendas, presents items for consideration to the Board, and responds to inquiry from the Board
- Advises the Board about employer-employee relations and collective bargaining activities
- Performs other duties as assigned by the Governing Board

EXECUTIVE LIMITATIONS AND BOARD MANAGEMENT DELEGATION:

Executive limitations define the framework within which the Superintendent/CEO and staff are to work. The Superintendent/CEO is expected to devote her or his time to moving the Charter School toward accomplishment of the Student Learning Goals. The Superintendent/CEO is authorized to make decisions and take actions within the framework provided by the Board.

The Board delegates the day-to-day operations of the Charter School to the Superintendent/CEO. The Superintendent/CEO will be held accountable for leading the Charter School's personnel in working toward the accomplishment of the Board's identified Student Learning Goals while at the same time working within the framework established by the Board. The Board will monitor the Charter School's compliance with adopted Student Learning Goals throughout each year, as per the Board timeline.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board to a business administrator of the Charter School, or other appropriate employee or third-party provider.

E. Parent Involvement in Governance

In addition to serving on the Board, the Charter School encourages parent involvement in the Charter School through the development of a parent/teacher organization (PTO). The PTO shall be made up of parents and guardians of Horizon students and teachers whose primary role is to provide support regarding school activities, raise money, plan staff appreciation events, and

provide feedback to the Board on issues of concern. The PTO shall operate independently from the Charter School. The PTO shall hold meetings throughout the year to inform parents and collect feedback regarding Charter School operations, educational services and programs, and the Charter School's accountability to the community.

The Charter School also promotes parent participation by supporting and strongly encouraging parents and guardians to volunteer at the school, as well as through direct instructional involvement as Parent Educators. The PTO also may plan and coordinate: special events and fundraisers for the Charter School, teacher appreciation week, and Charter School celebrations.

Communication between school staff and parents shall take place through phone calls, emails, newsletters, and face-to-face meetings as necessary. Parents and guardians are encouraged to express their concerns, to visit the Charter School and schedule time to meet with staff.

G. Organizational Chart

Please find in Appendix L a copy of our organizational chart.

V. EMPLOYEE QUALIFICATIONS

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

Overview

All employees of Partners must show dedication to the students and the mission of the Charter School. Employees shall be both innovative individuals with a passion for lifelong learning, and committed to developing the academic potential of each student. All staff members will possess experience and expertise appropriate for their position, according to the Charter School's adopted personnel policies, and federal and state statutes applicable to charter schools. Partners shall hire employees who are dedicated to providing instruction for children according to the academic content standards and Common Core State Standards adopted by the California State Board of Education. Selection and appointment of employees at Partners will be the exclusive prerogative of the Charter School. As such, those who work at Partners shall be selected, employed, and released by the Board, which establishes terms and conditions of employment through Board-adopted personnel policies.

Partners will not discriminate against any applicant on the basis of race, creed, color, national origin, age, gender, gender expression, gender identity, sexual orientation, disability, or any other basis prohibited by state or federal law. The Charter School shall comply with all applicable laws regarding criminal background checks, including Education Code Sections 45125.1 and 44237.

Teachers

Teachers for core, college preparatory courses must hold a California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold, pursuant to Education Code Section 47605(l). These documents are maintained on file at the Charter School and shall be subject to periodic inspection by the District.

In accordance with Education Code Section 47605(l), the Charter School may also employ non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity in non-core, non-college preparatory courses and activities.

Core courses shall be defined to include English/language arts, mathematics, social science, and science.

Qualifications for additional employees shall be outlined in approved job descriptions.

Superintendent/Chief Executive Officer

See section D above for a description of the position. Below are essential qualifications:

EDUCATION AND/OR EXPERIENCE:

A California General Administration Credential, Standard Administration Credential, or Service Credential with specialization in administrative services is required. Successful full-time service in a certificated and/or management position(s) is required.

PROFESSIONAL SKILLS AND ABILITIES:

- Commitment to academic excellence, and the ability to select and lead a qualified teaching and administrative staff
- Knowledge of current charter school law and understanding of the most current research-based principles of school improvement
- Demonstrated ability to assign responsibility, delegate authority, motivate and empower others to achieve high levels of performance, and values the contributions of all employees to the success of the Charter School
- Short- and long-range planning experience, coupled with the ability and desire to articulate the goals and needs of the Charter School
- Sensitive and responsive to the educational needs and concerns of diverse ethnic and socioeconomic groups, and special needs students
- Deal effectively with and be responsive to stakeholders who are representative of many and varied points of view; ability to establish and maintain effective public communications/relations and community rapport with a diverse population
- Communicate effectively, including presenting information to top management, public groups, parents, students, news media, and/or boards
- Understanding of and willingness to support interest-based bargaining and decision-making in the Charter School
- Knowledge of the unique challenges facing charter schools
- Strives to create a school climate of cooperation and collaboration
- Team leader as well as a team member who is willing to take reasonable risks
- Able to initiate change in a positive way and follow it through to full implementation

PERSONAL CHARACTERISTICS:

- Work constructively and communicate effectively with the Governing Board and all stakeholders
- Qualities of integrity, good character, and judgment
- Render immediate decisions on urgent issues and effectively handle crisis situations

VI. HEALTH AND SAFETY OF PUPILS AND STAFF

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, Partners maintains full health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts. These policies are incorporated into Partners' student and staff handbooks, and are reviewed on an ongoing basis by school administration and the Board of Directors. Partners shall ensure that staff are trained annually on the health and safety policies. The following is a summary of the Charter School's policies and procedures:

Procedures for Background Checks

Employees and contractors of the Charter School are required to submit to a criminal background check and furnish a criminal record summary, as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Administration of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Superintendent/CEO. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually, in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees and volunteers who have frequent or prolonged contact with students shall be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations, as is required at all public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising and enrolled students in grade 7 must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

Partners adheres to Education Code Section 49423 regarding administration of medication in school.

Vision, Hearing, and Scoliosis

Students are screened for vision, hearing, and scoliosis. The Charter School adheres to Education Code Section 49450 *et seq.*, as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School shall provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming grade 7 students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1) A description of type 2 diabetes;

2) A description of the risk factors and warning signs associated with type 2 diabetes;

3) A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes;

4) A description of treatments and prevention methods of type 2 diabetes; and

5) A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

The Charter School shall adopt and maintain a policy on student suicide prevention, in accordance with Education Code Section 215. This policy may be found in Appendix M.

Emergency Preparedness

Partners adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the Charter School site, in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to, the following responses: fire, flood, earthquake, terrorist threats, hostage, and active shooter situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent. The training is conducted by a certified instructor and provided during a regularly scheduled staff development meeting. The training will occur at least bi-annually.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens

and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne 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 shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

Partners is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, or local law, ordinance, or regulation. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee-to-employee, employee-to-student, student-to-student, and student-to-employee misconduct). Misconduct of this nature is very serious, and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

VII. RACIAL AND ETHNIC BALANCE

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

Partners shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).

Outreach Plan

Partners shall adhere to an Outreach Plan that combines effective recruitment strategies with resources to attract a diverse population to ensure that the population of students is reflective of the general population within the territorial jurisdiction of the Charter School. The Outreach Plan will be reviewed and updated annually, based upon the successes and/or failures of the prior year.

The Partners Outreach Plan shall include the following strategies:

- Establishing an enrollment timeline and process that allow for a broad-based recruiting and application process;
- Creating and distributing enrollment brochures and forms in various languages represented in the Charter School, as applicable;
- Advertising by posting flyers and hosting tables at various locations, including local libraries and community centers;
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. Sources will be added to stay current with the latest technologies and trends; and
- Hosting parent information nights and community events throughout the community with locations, dates, and times scheduled in a manner that ensures, to the greatest extent possible, the greatest amount of community knowledge and interest in the Charter School.

VIII. ADMISSION REQUIREMENTS

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

Partners shall be nonsectarian in its programs, admission policies, and all other operations, and shall not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Partners shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3.

The Partners admission process is comprised of the following:

- Completion of a student enrollment application

Enrollment packets for students who are admitted will also gather the following:

- Proof of immunization(s)
- Proof of withdrawal from previous school (if applicable)
- Home Language Survey
- Completion of emergency medical information form
- Proof of minimum age requirements
- Release of records
- Completed parent/student contract

Applications are accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following school year. Returning students must affirm their intent to return.

Enrollment preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in Partners
2. Siblings of currently enrolled students at Partners
3. Children of employees at Partners
4. Residents of the District
5. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due

to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates, and times will be communicated in the enrollment applications and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or online prior to the lottery date.

IX. FINANCIAL AUDITS

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

An annual independent financial audit of the books and records of the Charter School shall be conducted, as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School shall be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit shall employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

An audit committee shall select an independent auditor through a request for proposal format. The Board of Directors shall annually approve the selection of an independent auditor. The Chief Executive Officer shall facilitate the audit. The auditor shall have, at a minimum, a CPA and educational institution audit experience, and shall be approved by the State Controller on its published list as an educational audit provider.

The annual audit shall be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the California Department of Education by November 16 each year. The Board shall receive and review the audit each year. The Superintendent/CEO, along with the audit committee, shall review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. The Board shall submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies shall be addressed using the dispute resolution process contained in this Charter.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (EAAP), in accordance with applicable law.

The independent financial audit of the Charter School is public record, to be provided to the public upon request, and attached as Appendix N.

X. PUPIL SUSPENSION AND EXPULSION

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

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.*, which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular instruction. This policy shall serve as the Charter School'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. Charter School 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 Student Handbook (Appendix O), and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons, or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available through the Administration.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA, or who is qualified for services under Section 504, is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to General Education students, except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws, including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections, in according due process to such students.

A. 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; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:

    a) Caused, attempted to cause, or threatened to cause physical injury to another person.

    b) Willfully used force of violence upon the person of another, except self-defense.

    c) Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

    d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.

    e) Committed or attempted to commit robbery or extortion.

    f) Caused or attempted to cause damage to school property or private property.

    g) Stole or attempted to steal school property or private property.

    h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

    i) Committed an obscene act, or engaged in habitual profanity or vulgarity.

    j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

    k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

    l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury, personal degradation, or disgrace, resulting in physical or mental harm to a former, current, or prospective pupil.

r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

t) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades TK to 12, inclusive.

u) Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
i. A message, text, sound, video, or image.
ii. A post on a social network Internet website including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in

subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline, pursuant to subdivision (1)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force of violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco, or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

i) Committed an obscene act, or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil.

r) Made terrorist threats against school officials and/or school property. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened, or his or her immediate family.

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

t) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades TK to 12, inclusive.

u) Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades TK to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
i. A message, text, sound, video, or image.
ii. A post on a social network internet website including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in

subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline, pursuant to subdivision (3)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Administrator's or designee's concurrence.

If it is determined by the Administrative Panel and/or Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to any Partners facility, or to have possessed a firearm or dangerous device on campus, the student shall be expelled for 1 year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Administrator or designee with the student and his or her parent and, whenever practical, the teacher, supervisor, or Charter School employee who referred the student to the Administrator or designee.

The conference may be omitted if the Administrator or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her, and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within 2 school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials.

Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed 5 consecutive school days per suspension. Upon a recommendation of expulsion by the Administrator or designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Administrator 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.

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it, or by the Charter School Board upon the recommendation of an Administrative Panel, to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated, and neither a teacher of the pupil or a Board member. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within 30 school days after the Administrator or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with

all pupil confidentiality rules under Family Educational Rights and Privacy Act), unless the pupil makes a written request for a public hearing in open session 3 days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/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; and

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or 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.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive 5 days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room

for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination, during which he or she may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the support person to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to

the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within 10 school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Administrator or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Administrator or designee shall send a copy of the written notice of the decision to expel to the Sponsoring District. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the Sponsoring District upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School, as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians, as requested by parents/guardians or by the school district of residence, to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review, as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than 1 year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board, following a meeting with the Administrative Panel, the pupil, and parent/guardian or representative, to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Administrative Panel shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall the make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA, and coordinate the procedures in this policy with the SELPA, of the discipline of any student with a disability or student who the

Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the General Education curriculum, although in another setting (which could constitute a change of placement, and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within 10 school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a) Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings, or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the 45-day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Administrator or designee may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to Individuals with Disabilities Education Act (IDEA) and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if any of the following conditions exists:

a) The parent/guardian has expressed concern in writing, or orally, if the parent/guardian does not know how to write, or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of Special Education or related services.

b) The parent has requested an evaluation of the child.

c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of Special Education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

XI. EMPLOYEE RETIREMENT SYSTEMS

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

Certificated employees at Partners shall participate in STRS as applicable to the position. Non-certificated employees shall participate in PERS and the federal social security system as applicable to the position. The Charter School shall inform all applicants for positions within the Charter School of the retirement system options for employees of the Charter School. The Assistant Superintendent of Business Services/Chief Business Official shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. The Charter School will develop a mix of salaries and benefits, commensurate with location and experience, necessary to attract and retain well-trained teachers and other staff.

XII. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District, according to District policy or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

XIII. EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district may be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

XIV. DISPUTE RESOLUTION

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

Disputes Between the Charter School and District

Partners and the WPUSD will be encouraged to attempt to resolve any disputes with the District amicably and reasonably, without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees, and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Superintendent/CEO of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation, in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent/CEO and the District Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, no later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two (2) Board members from their respective boards who shall jointly meet with the Superintendent/CEO and Superintendent, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Superintendent/CEO, or their respective designees, shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Superintendent/CEO, or their respective designees. Mediation shall be held within 60 business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Internal Disputes

Partners maintains an internal dispute resolution process that is used for all internal disputes related to Partners' operations. Partners also maintains a Uniform Complaint Policy and Procedures (Appendix P) as required by state law. Parents, students, Board members, volunteers, and staff shall be provided with a copy of Partners' policies and internal dispute resolution process. The

District shall promptly refer all disputes not related to a possible violation of the charter or law to Partners.

XV. SCHOOL CLOSURE PROCEDURES

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

Closure of the Partners will be documented by official action of the Charter School Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Placer County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Partners of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Partners.

The Charter School will also develop a list of pupils in each grade level and the courses they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students, and the District with copies of all appropriate student records, and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of the Charter School students. All student records of the Charter School shall then be transferred to the District upon Partners' closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, Special Education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities, in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within 6 months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified CPA selected by the Charter School, and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable; 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 the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Partners, all assets of Partners, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending Partners, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation (Appendix K). Any assets acquired from the District or District property will be promptly returned to the District upon Partners' closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property, in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As Partners is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of Partners, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix Q, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

XVI. MISCELLANEOUS CHARTER ELEMENTS

A. Budgets and Financial Reporting

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

Attached, as Appendix Q, please find Partners' 3-year budget and cash flow. These documents are based upon the best data available to the Charter School at this time. Please also note the Partners Negative Balance Explanation, attached as Appendix R.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.

2. By July 1, a local control and accountability plan (LCAP) and an annual update to the LCAP, as required pursuant to Education Code Section 47606.5.

3. By December 15, an interim financial report for the current fiscal year, reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education, and County Superintendent of Schools.

4. By March 15, a second interim financial report for the current fiscal year, reflecting changes through January 31.

4. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all Partners receipts and expenditures for the preceding fiscal year.

B. Insurance

The Charter School shall maintain general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts shall be based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. The Charter School will provide evidence of the above insurance coverage to the District anytime upon request.

C. Administrative Services

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

The Charter School provides and procures its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. The Charter School's primary Administrative Office is located at 2800 Nicolaus Road, Ste. 100, Lincoln, CA, 95648. The Charter School's mailing address is P.O. Box 489000, Lincoln, CA, 95648.

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between the Charter School and the District, and subject to District availability and willingness to provide such services.

Pursuant to Education Code Section 47604.32, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In exchange, Partners shall pay the District an oversight fee in accordance with Education Code Section 47613.

D. Facilities

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

Partners currently operates sites at the following locations:

- Auburn Learning Center – 11641 Blocker Rd., Building D – Auburn, CA – 9,576 sq. feet
- Roseville Learning Center – 911 Reserve Dr. – Roseville, CA – 5,066 sq. feet
- Elk Grove Learning Center – 3161 Dwight Rd. – Elk Grove, CA – 11,520 sq. feet

Partners plans to secure a facility within District boundaries with the intent that such facility is available for use commencing with the 2018-19 school year. Upon opening of the new facility, Partners shall at the same time make plans to close its other resource centers. Partners shall regularly update the District regarding its facilities transition plan and location of the new in-District facility as such information becomes available. Compliance with the Anderson USD v. Shasta Secondary Home School Case can be found in Appendix S.

Partners rents occasional temporary space for events and activities.

E. Transportation

Partners does not provide transportation to and from school, except as required by law, including, but not limited to, students with disabilities in accordance with a student's IEP.

F. Attendance Accounting

Partners has an attendance recording and accounting system, to ensure contemporaneous record-keeping, which complies with state law.

G. Reporting

The Charter School provides reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the SARC, and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight, in accordance with Education Code Section 47604.32 and 47607.

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

H. Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the school and upon the school district. Education Code Section 47605(g).

Partners is operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Partners shall work diligently to assist the District in meeting any and all oversight obligations under the law.

Further, Partners and the District may enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate Bylaws of the Charter School provide for indemnification of the Charter School Board, officers, agents, and employees, and the Charter School maintains general liability insurance, Board Members' and Officers' insurance, and fidelity bonding to secure against financial risks. Please find the Bylaws attached within Appendix K.

As stated above, insurance amounts are determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population.

The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

XVII. CONCLUSION

By approving this charter for the renewal of Partnerships for Student-Centered Learning, Western Placer Unified District (WPUSD) will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning, create new professional opportunities for teachers, and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. Partners intends to work independently, yet cooperatively, with the District to establish the highest bar for what a charter school can and should be. To this end, Partnerships for Student-Centered Learning pledges to work cooperatively with the District to answer any concerns of this charter renewal petition and to present the District with the strongest possible proposal requesting a 5-year renewal term from July 1, 2018 through June 30, 2023.

XVIII. APPENDICES

(See separate document)

R. PARTNERS NEGATIVE BALANCE EXPLANATION

Request to provide an explanation of the negative fund balance for the Partnerships for Student-Centered Learning Charter (Partners/PaSCL):

The Partnerships for Student-Centered Learning Charter has operated in a deficit since its inception. It has been supported by Horizon Charter Schools, which has allowed it to remain in operation. As of July 1, 2018, students will not be enrolled in Partners. The Lincoln Montessori location will merge with Horizon Charter Schools. All other locations within Partnerships for Student-Centered Learning will close, effective June 30, 2018. There will be no student or instructional expenses for Partners after June 30, 2018 (including leases). The only expenses that are anticipated after June 30, 2018 are any necessary professional services (legal) that may be necessary to finalize the closure of Partners. This is expected to be minimal. Discussion with the auditor/legal/WPUSD is to have Horizon pay this expense.

The following statement was provided in the 2nd Interim Budget Report: *"Partnerships for Student Centered Learning (Partners/PaSCL) is being considered for closure due to the fact that the program delivery model is not fiscally sustainable. The Governing Board took action December 14, 2017, to begin the process to merge the Partnerships for Student-Centered Learning Charter with Horizon Charter Schools.*

S. COMPLIANCE WITH ANDERSON USD V. SHASTA SECONDARY HOME SCHOOL CASE

Compliance with the Anderson Unified School District vs. Shasta Secondary Home School Charter Case

Immediately following the Anderson Case decision, October 17, 2016, Horizon Charter Schools had three locations within Placer County operating outside of the Western Placer Unified School District. The Auburn Learning Center closed as of June 30, 2017. The Roseville Learning Center, located at 1515 Cirby, is scheduled to close as of June 30, 2019. The Roseville Learning Center, located at 911 Reserve Drive, is scheduled to close as of June 30, 2019.

The newly designated Horizon Learning Center, to be located within the Twelve Bridges project, is scheduled to break ground in November 2018, to house portable building facilities. As of January 2019, the scheduled ground breaking for the new construction will begin, with the anticipated completion to be June 2019.

Horizon Charter Schools will secure a waiver for the 2018-19 school year, from the California Department of Education, in reference to the Anderson Case.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Consider Approval of Tentative Agreement Between WPUSD and Western Placer Teacher's Association (WPTA) regarding the 2018-2021 Collective Bargaining Agreement

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Gabe Simon, Ed.D.
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 5, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

A tentative agreement has been reached between WPUSD and WPTA on the portion of collective bargaining agreement as outlined in the attached document. This tentative agreement for WPTA employees has been ratified by the WPTA membership.

Statute requires that the public is made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].

The Superintendent of the school district and Chief Business Official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall itemize any budget revision necessary to meet the costs (or

savings) of the agreement in each year of its term [Gov. Code 3547.5 (b)]. The attached forms are the required format by the Placer County Office of Education.

The budgetary implications of the Tentative Agreement between WPUSD and CSEA Chapter #741 which includes a salary increase are described in the attached document entitled "Public Disclosure of Proposed Collective Bargaining Agreement: Certification".

RECOMMENDATION:

Administration recommends the Board of Trustees approve the Tentative Agreement between WPUSD and WPTA as submitted.

TENTATIVE AGREEMENT

Tentative agreement has been reached between the District (Western Placer Unified School District) and the Association (Western Placer Teachers' Association) on the following articles and appendices of the July 1, 2018 through June 30, 2021 collective bargaining agreement:

- I – Agreement (as attached)
- II – Recognition (as attached)
- IV - Negotiation Procedures (as attached)
- VI - Grievance Procedures (as attached)
- VII - Unit Member Hours (as attached)
- IX - Class Size (as attached)
- X - Reassignment/Transfer (as attached)
- XII – Evaluation (as attached)
- XIV – Benefits (as attached)
- XV - Work Year (as attached)
- XIX – Mentor Teacher Program (agreement to remove this entire article from the contract)
- XVIII - Public and Parental Complaint Procedure (as attached)
- XXIII - Summer School Instruction (as attached)

•Appendix A2: Memorandums of Understanding for Early Release Days and Presidential Leave
Copy of existing MOU for 2017-2018 Assignment Fair

•Appendix A3: Salary Schedules (agreement was reached on these schedules during 2016-2017 negotiations sessions)

•Appendix B, Special Assignment Salary Schedule (as attached with changes effective July 1, 2018)

•Appendix H, Certificated Staffing Assignment Notice (as attached)

•Appendix J, MOU Regarding Assignment Fair (Copy of existing MOU for 17-18 Assignment Fair)

Mike Agrippino

Mike Agrippino, Negotiations Chair

4/30/18

Date

Gabe Simon, Ed.D., Assistant
Superintendent of Personnel

4/30/18

Date

Tara Jeane

Tara Jeane, President of Western Placer Teachers' Association

5/30/2018

Date

5/29/2018

Date Ratified by
WPTA Members

Date Ratified by
Board of Trustees

Tentative

Agreement

between

Western Placer Unified School District

and the

Western Placer Teachers Association

July 1, 2018 - June 30, 2021

ARTICLE I

AGREEMENT

A. The Articles and provisions contained herein constitute a bilateral and binding agreement between the Western Placer Unified School District (hereafter "District") and the Western Placer Teachers Association (hereafter "WPTA" or "Association"). Any outstanding re-openers will be included in successor contract negotiations.

The term of this agreement is July 1, 201~~5~~**18** to June 30, 201~~8~~**21**. During the term of this agreement, ~~three (3)~~ **two (2)** articles as determined by each party may be reopened **each of the three years.** ~~During the 2015—2016 school year the Parties agree that, if sunshined, Class size, Article IX will be reopened ans shcall not countt against either party as one of their three (3) reopeners. During the 2015—2016 school year the Parties further agree that, if sunshined , Teaching Hours, Article VII specifically regarding preparation time for preschool teachers and Evaluation, Article XII specifically regarding evaluation forms for non-teaching unit members shall be reopened and both shall not count against either party as one of their three (3) reopeners.~~ Employee Benefits (Article XIV) **and Salaries (Article XIII)** shall be reopened during each year of this three (3) year agreement starting in the 201~~5~~**18**-~~16~~**19** school year and it shall not count against either party as any of their ~~three (3)~~ reopeners.

B. Upon mutual agreement of both parties, any portion of the contract may be amended. ~~Salary, Article XIII, shall be reopened for the 2015-16 school year through negotiations January 1, 2016, but may be opened by mutual agreement at any time. Salary, Article XIII shall be reopened for the 2016-17 school year through negotiations no later than January 1, 2017, but may be opened by mutual agreement at any time.~~

~~C. The parties agree that for the period from July 1, 2014 to June 30, 2015 the previous three year agreement with a stated term of July 1, 2011 to June 30, 2014 shall be considered the terms of agreement between the parties.~~

C The parties acknowledge that, if a successor agreement is not negotiated by June 30, 201~~8~~**21**, each shall be bound by the terms of the expired contract until completion of the statutory impasse procedures set forth in the Educational Employment Relations Act.

D It is the intent and desire of both parties to this agreement to meet on an ongoing and as needed basis with the goal of maintaining open and clear lines of communication to:

a. Minimize contract interpretation misunderstanding;
b. Monitor contract implementation;

c. Prevent and resolve problems.

Upon the mutual agreement of both parties any portion of this contract may be amended to further the above stated goals.

ARTICLE II

RECOGNITION

The District recognizes the Association as the exclusive representative for all certificated employees excluding those employed as:

- Management
- Supervisory
- Psychologist
- Confidential
- Substitute teachers
- **Certificated consultants**
- Adult Education
- Summer school teachers not employed in the regular school year
- Horizon Instructional System employees

ARTICLE IV

NEGOTIATION PROCEDURES

A. On or before ~~October 1~~ **November 15** of the school year in which the agreement expires, both parties shall meet and negotiate in good faith on negotiable items. The agreement reached between the parties shall be reduced to writing and signed by them.

B. Negotiations shall take place at mutually agreeable times and places and upon request in writing, a meeting shall take place within five (5) work days.

C. The Association shall designate no more than ~~five (5)~~ **six (6)** representatives who shall be granted reasonable release time for purposes of negotiating successor agreements. ~~The Association President~~ **One of the six representatives** may attend negotiations sessions at the expense of the Association. Efforts will be made in scheduling of negotiations to equalize District release time and teachers' non-work time spent in negotiation sessions.

D. After signing a Tentative Agreement, the chief negotiators and/or designees from the District and the Association shall meet to discuss the presentation of the agreement to the Board and general membership of the Association.

ARTICLE VI

GRIEVANCE PROCEDURES

A. DEFINITION OF TERMS

1. Grievance means a formal written complaint alleging that there has been a violation, misapplication, or misinterpretation of this Agreement.
2. Teacher means any employee who is included in the appropriate unit as defined in Article II.
3. A Working Day means any day in which the central administrative offices of the Western Placer Unified School District are open for business.
4. A supervisor means an administrator having immediate jurisdiction over the employee who is filing the grievance.
5. Grievant means a teacher, a group of teachers, or the Association asserting a grievance. The Association means the president or the president's designated representative.
6. Party of Interest means a teacher who might be required to take action or against whom action might be taken in order to resolve a grievance.
7. **Professional representation is defined as a bargaining unit member, local, state, or national association representative, and/or legal representative.**

B. PURPOSE

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to the grievance, which may from time to time arise. Both parties agree that these proceedings will be kept informal and as confidential as possible.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor, and to have the grievance adjusted without intervention by any certificated employee organization or group, provided that the adjustment is not inconsistent with this contract.
3. At any formal level, the grievant shall be entitled to professional representation of his/her choice **as defined in A7.**

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth

herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

1. Informal Level

   Before filing a formal grievance, the grievant will attempt to resolve it by an informal conference with his/her immediate supervisor directly, with a representative, or through a representative of his/her choice. **The grievant will identify this informal conference/meeting in writing by completing Appendix F.**

2. Formal Level

   a. Level I. Within sixty (60) calendar days of the grievant's knowledge of an occurrence of an act or omission giving rise to the grievance, the grievant must submit a Grievance Report Form (Appendix F) to his/her immediate supervisor and the Association.

      The administrator shall communicate his/her decision to the grievant and the Association in writing within five (5) working days after receiving the grievance. Within the above time limits either party may request a personal conference.

   b. Level II. If a grievant is not satisfied with the decision at Level I or no written decision has been rendered within five (5) working days, the grievant may resubmit his/her grievance in writing **within five (5) working days** to the Superintendent and the Association.

      Within five (5) working days after receipt of the Grievance Report Form by the Superintendent, the Superintendent or his designee will meet with the grievant and, upon request of the grievant, any ~~other professional representative~~, **bargaining unit member,** local, state, or national association representative, **and/or legal representative.**

   c. Level III. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, he/she may, within ten (10) working days after a decision by the Superintendent, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any such question arises as the arbitrability of the grievance, such questions will be ruled upon by the arbitrator.

      The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission

of the grievance to arbitration, submission of grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the voluntary labor arbitration rules of said Association.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award, such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this Agreement.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

D. RIGHTS OF TEACHERS TO REPRESENTATION

A teacher or teachers may be represented at all stages of the grievance procedure by the teachers themselves, or at their option, by anyone they select **within their bargaining unit**, **local, state, or national association representative~~,~~ and/or legal representative.**. If an employee is represented by a recognized certificated employee organization, the organization may have the right to be present and to state its views during the grievance procedure.

E. MISCELLANEOUS

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the grievant may submit such grievance in writing to the Superintendent with all the rights as set forth in LEVEL ONE (I) and the processing of such grievance will be commenced at LEVEL TWO (II).

2. Decisions rendered at LEVELS ONE (I) and TWO (II) and THREE (III) of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest.

3. Documents dealing with the processing of a grievance shall be filed separately from the personnel file of the employee.

4. A grievant shall have the following rights:
   a. To be present at the hearing at any level;
   b. To hear testimony on his/her behalf;
   c. To give testimony on his/her behalf;
   d. To call others to give testimony on his/her behalf;
   e. To question either personally, through counsel or through his/her employee organization representative, any person giving testimony.

5. The grievant will have the right to representation of his/her choosing. The Association may help to process the grievance through all levels of the grievance procedure until the grievance is resolved with the grievant, if grievant requests.

ARTICLE VII

UNIT MEMBER HOURS

A. The length of the unit member work day, including preparation time, lunch relief periods, shall not exceed seven and one-half (7½) hours. The beginning of the work day will be defined as 30 minutes before the start of the school day and may be modified by mutual agreement between the site administrator and the unit member. This does not limit the unit member to 7½ hours, if the unit member so chooses. It is acknowledged that unit members are exempt employees.

   Certificated non-teaching members start and end times will be determined by the District and will generally be the same as certificated teaching members except for duties outlined in their job descriptions. These duties may require working beyond the 7½ hour work day.

   Teacher assignments shall determine the beginning and ending time at each site. Teachers will be responsible for work related activities during the time following the school day until the end of their work day. District paid supplemental instruction may begin before the end of the teacher work day. Teachers employed at elementary sites will be excluded from the after school duty schedule for the time between the end of the school day and work day. The employee shall spend the work day on campus except for lunch, unless permission is given by the principal to leave. The teacher is free to leave after all duties and assignments have been completed, as determined by the site principal.

   The District may require site based teachers to attend two after school meetings per month not to exceed forty (40) minutes beyond the teacher's work day or one after school meeting per month not to exceed sixty (60) minutes beyond the teacher's work day. Any after school meetings exceeding this, the teacher will be compensated at the District hourly rate, excluding Back to School, Open House nights, IEPs, SST/CSTs, 504s and brief informal discussions. Scheduling of IEPs, SST/CSTs, and 504s will be coordinated with the classroom teacher in order to minimize scheduling conflicts and should be scheduled during the teacher's work day whenever possible. In the event an IEP, SST/CST or 504 meeting is still in session beyond a unit member's 7½ hour work day the unit member will be eligible to submit a timecard for time exceeding 60 minutes beyond the unit members work day, for which they will be compensated at the district hourly rate. In addition to attending two after school meetings per month as described above, teachers will not be required to attend more than three (3) additional meetings per month during the teacher's work day excluding IEPs, SST/CSTs, 504s, and brief informal discussions.

B. School Day means the amount of time each day students are required to be in school. Before changing the length of the school day, the District and the Association will meet to

negotiate any impact on teachers. If additional Early Release or Late Start Days are considered, then the District and the Association shall work together to ensure that contractual teaching hour limits and guidelines are met.

C. A period is defined as either between a minimum of forty (40) continuous minutes and a maximum of sixty (60) continuous minutes, or between sixty-five (65) and eighty (80) minutes.
   1. When a period is between a minimum of forty (40) continuous minutes and a maximum of sixty (60) continuous minutes, an instructor's regular day of instruction will consist of no more than six (6) teaching periods.

      Any deviation is to be submitted in writing and approved by the majority of the affected bargaining unit members, including calculation of potential overage amounts. Any such deviation will be submitted to the WPTA Chief Negotiator.

   2. When a period is between sixty-five (65) to eighty (80) minutes, an instructor's regular day of instruction will consist of no more than four (4) teaching periods. Any deviation is to be submitted in writing and approved by the majority of the affected bargaining unit members, including calculation of potential overage amounts. Any such deviation will be submitted to the WPTA Chief Negotiator.

D. Block means two periods, which is a minimum of eighty (80) continuous minutes and a maximum of one hundred twenty (120) continuous minutes. Any deviation is to be submitted in writing and approved by the majority of the affected bargaining unit members, including calculation of potential overage amounts. Any such deviation will be submitted to the WPTA Chief Negotiator.

E. No middle or high school teacher shall have more than thirty (30) teaching periods per week. A daily non-instructional homeroom period of ten (10) minutes or less will not be counted in the calculation of total teaching periods. Teachers shall not be assigned to teach during their preparation time. Teachers shall not be required to travel during their preparation time, unless compensated at the district hourly rate for the time spent traveling.

   If requested by the District, a teacher may agree to teach during their preparation period. The teacher will be compensated based on dividing the period taught by the total periods during the teacher's work day. However, they shall not receive the additional compensation for ~~a day of~~ **an** absence **exceeding 20 consecutive days**. Such additional contract shall not increase the employee's base assignment and may be renewed only by mutual consent of the employee and the District. A teacher who agrees to teach an additional period shall not be docked additional time for sick leave, personal necessity, etc. From the available pool of teachers, these periods will be offered first to full time permanent teachers based on subject experience and current assignment in order to prevent campus scheduling

disruptions. Probationary teachers will only be offered the additional period if no full time available and qualified permanent teachers accept the extra period. **A maximum of one additional period/block may be mutually agreed upon.**

F. K-12 Teachers shall have the following time for preparation and planning during the school day. Preschool shall receive their prep time during their work day.
   1. Grades six through twelve – at least five (5) unassigned periods weekly.
   2. Grades four and five – at least two hundred fifteen (215) minutes weekly.
   3. Grades one through three – at least one hundred seventy (170) minutes weekly.
   4. Elementary Teachers providing prep – at least two hundred (200) minutes weekly.
   5. Kindergarten Teachers – The school day time (see B) exceeding the 200 minutes student contact time and 100 minutes of additional required teaching duties shall be considered preparation and planning time. This time includes time for required meetings.
   6. Preschool – at least 170 minutes per week.

   No preparation and planning session for preschool or elementary classroom teachers shall be less than thirty-five (35) minutes in length. No elementary teacher shall have more than two preparation and planning sessions scheduled in one day. When an elementary preparation and planning session is interrupted by a recess in which the teacher is assigned duty, the preparation and planning teacher or another school employee shall stand duty for the assigned teacher. **Preparation time provided by the library shall commence no later than the fourth (4th) student day. All other preparation time** ~~unless delivered through the library~~ will commence on the first student day. A minimum day schedule will be developed to provide preparation time for all teachers normally scheduled to receive preparation time that minimum day. The minimum day schedule, as well as Early Release or Late Start schedules, may not follow the parameters of ~~the paragraph~~ above **F. 1-6.**

G. Preparation time is the opportunity for teachers to meet with students, conference with parents in person or by telephone, collaborate with other educational professionals, plan lessons, and participate in other professional activities which benefit their assignment, including mutually agreed upon discussions to implement the evaluation process as described in Article XII. If the teacher's classroom is used during the teacher's preparation period, a suitable preparation area will be decided upon by mutual agreement.

H. Every unit member shall be entitled to one duty-free, uninterrupted lunch period each day. Travel time shall not be required during a unit member's uninterrupted lunch period. The lunch period shall be a minimum of thirty (30) minutes.

I. Extra-curricular duties mean those which are outside of the 7½ hour work day. All teachers will be expected to supervise a minimum amount of student activities. These supervision

assignments will be determined by one of the following methods as chosen by a vote of the site personnel:

1. Duty week by lottery;
2. Event by lottery;
3. Duty schedule constructed by site administrator;
4. Sign up.

District required duty shall not include Saturday or Sunday or rooters' busses. Extra-curricular duty each week shall not exceed eleven (11) hours. If assigned by option one (1) above, the teachers will not be assigned more than three (3) duty weeks per year. Regardless of the method chosen, no teacher shall be assigned more than thirty-three (33) hours per year. High School Graduation may count as one of the required duties. Multi-site teachers shall have only one designated primary site for duty.

J. When the principal asks a teacher to substitute for another teacher during the school day, including elementary teachers providing preparation time, it shall be on a voluntary basis paid at the district hourly rate.

K. Teachers shall not be required to write or evaluate state or federally funded projects unless required by their job description or position.

- Elementary RSP services will begin no later than the fifth day of school and end no earlier than five (5) days before the end of the school year.

ARTICLE IX

CLASS SIZE

A. Class size shall not exceed the following maximums except where the Association and/or teacher has agreed in writing to exceed these maximums per teacher, or in accordance with section A7 below. Mainstreamed special day class students shall be assigned as equally as possible among the teachers of their assigned grade. **A process for teacher input into the initial class configurations will be implemented at all elementary sites for the purpose of equitable distribution of students.**

1. Kindergarten classes shall not exceed 25, with a 10% overage to 28.

2. If there is funding available for the Grade Span Adjustment (GSA) program at the base rate and configuration of the 2015-2016 Local Control Funding Formula (LCFF), the following applies:

   a. All 1-3 self-contained and combination classes shall not exceed 30 students;
   b. Teacher will receive overage compensation at the District negotiated rate for each student exceeding 27 students;
   c. A District wide average of 25 TK-3 students will be maintained.

The above (A2 (a., b., and c.)) shall be considered the collectively bargained alternative ratio.

3. All first through fifth grade classes shall not exceed 31, with a 10% overage to 34.

4. Self-contained combination classes shall not exceed 30, with a 10% overage to 33.

5. Sixth through eighth grade classes shall not exceed 32, with a 10% overage to 35, except as indicated in A.7 below.

6. Ninth through twelfth grade classes shall not exceed 36 with a 5% overage to 38. Overages for the duration of this contract will be paid except as indicated in A7.

7. Exceptions to the above stated maximums will be as follows (This will not mean that these classes must be offered):

a. All Grade Levels:

1. RSP 28

Resource Specialist Program (RSP) caseload shall not exceed the maximum established by Education Code Section 56362(c) for more than fifteen (15) student days unless waived by the teacher and approved by the California Department of Education. WPTA will participate per state law in any waiver request indicating a position of neutral, support or opposed.

2. Collaborative Classes/Co-Teaching (class sizes follow A5 and A6 above and class counts include students with an IEP)

A co-teaching class exists when a general education teacher is assigned a class which combines both general education students and students with an IEP. A special education teacher is assigned to co-teach with the general education teacher to support the IEP students.

***The total number of students with an IEP or 504 will not exceed 1/3rd of the total number of students in the class.**

3. SDC (Including Preschool SDC) 16

There shall be at least one full-time aide per Special Day Class. When 17 students are enrolled in the classroom, an additional full-time aide will be assigned. (While students with an aide assigned to them through their IEP do not count toward qualification of the class for additional aide time, they do count toward payment to the teacher for student overages, as detailed in B.3.b.2 for elementary and B.3.b3 for middle and high school below.)

In Special Day Classes specifically designed to serve severely disabled students, the district will strive to maintain reasonable class sizes with a sufficient level of classroom aide support in order to maintain safe and appropriate instruction for students. Teachers of these specifically designed classes who have class size concerns may refer to Article VI after communication with site administration.

4. Speech Therapist 55

Speech therapist case load shall not exceed 55. At no time will any case load size exceed 55 with a 10% cap of 61. In the event a speech therapist case load exceeds 55, the speech therapist will receive $1,750 per semester (See Appendix G.)

If speech caseloads averaged across all therapists, excluding PPPIP (Parent Participation Preschool Intervention Program), are exceeded after the first day of school, non-bargaining unit members may be used for speech services. Prior to using non-bargaining unit members, the District will utilize the process outlined in Article X and recruitment efforts will be documented and reviewed by the WPTA Chief Negotiator.

If a speech caseload is comprised of predominately or exclusively preschool aged students, the case load shall not exceed forty (40). At no time shall any preschool case load size exceed forty-four (44). In the event a preschool speech therapist case load exceeds forty (40), the preschool speech therapist will receive $1,750 per semester. (See Appendix G).

5. Adaptive Physical Education Teacher (APE) 65

APE case load shall not exceed 65. At no time will any case load size exceed 65 with a 10% cap of 72. In the event an APE teacher's case load exceeds 65, the APE teacher will receive $1,750 per semester. (See Appendix G.)

If APE caseloads averaged across all APE teachers are exceeded after the first day of school, non-bargaining unit members may be used for APE services. If an APE teacher is employed less than 1.0 FTE then caseload will be proportionally adjusted.

b. Elementary School:

1. Music/Science
   Class sizes will have the same size requirements for overages as the contract allows for other elementary teachers for the same grade level of the class section they are teaching, on a section by section basis. ~~with the exception that up to three (3) SDC students may be mainstreamed per section without counting toward overages.~~ **Mainstreamed SDC students are included in class size counts and count towards overages.**
2. Band 40
3. Chorus 40
4. P.E. per teacher 40

c. Middle School

1. Band	50
2. Chorus	50
3. P.E. per teacher (this number includes mainstreamed students)	43
4. Counselors – as defined by Board adopted staffing ratios	

d. High School: Each of the numbers below with the exception of #7 Shop Classes shall also include a 5% overage above the class maximum stated below. For example, Band would have a 5% overage making the class Cap 105 students.

	Max	Cap
1. Marching Band	100 with 5% overage to	105
2. Concert Band	91 with 5% overage to	96
3. Chorus	60 with 5% overage to	63
4. Guitar/Keyboard	36 with 5% overage to	38
5. Food Nutrition	36 with 5% overage to	38
6. Lab Sciences	33 with 5% overage to	35
7. Shop Classes	33	
8. Computer Technology	36 with 5% overage to	38
9. P.E. per teacher	48 with 5% overage to	50
10. Athletic Conditioning	40*	

*Dependent on team size and agreement with coach or teacher

e. Continuation High School:
Phoenix High School 19

B. Class size maximum is defined as the maximum number of students in a class as stated in Section A. of this article.

Class size cap is defined as the number of students over the class size maximum which will not exceed ten percent (10%) of the class size maximum as stated in Section A of this article except for 5% overage above for specific classes at the High School level. At no time will class size exceed ten percent (10%) of the stated class size maximums, except as stated in 8.1. and B2 of this article.

It is understood when figuring the class size cap, when the decimal is .5 or greater, the number will be rounded up.

Class size maximums will never be exceeded except as stated in B.1. of this article. Class size maximums may be exceeded only under the following circumstances:

1. During the first three weeks (fifteen teaching days) of the opening of school, class size will not exceed twenty percent (20%) of stated maximums in Section A of this article. The site administrator and the bargaining unit member will coordinate their efforts to acquire adequate materials and furniture for the additional students.

2. During the first two weeks (ten teaching days) of a subsequent semester

3. When a student enrolls during the school year, the student shall be placed in a classroom determined by the administration. Should that placement cause the class size to exceed the stated maximums, the administrator shall meet with the teacher(s) within two (2) days of the student's enrollment, prior to placement of the student in a class. This meeting is to identify any problems caused by the class size, and to agree on one of the following solutions. Upon request of the teacher, an Association representative may also be present.

   Solutions:

   a. Placement of the student at a site where class size maximums have not been reached.

   b. The compensation for class size overage will be determined as follows:

      1. These dollar amounts will be adjusted annually by the State COLA actually received by the District or negotiated salary schedule increase (whichever is greater). Dollar amounts will be paid on a per semester basis.

      2. In a self-contained classroom, the teacher will receive $650.00 per student per semester exceeding the maximum after the student has been enrolled for five days. (See Appendix G.)

      3. In an elementary music/science classroom, the teacher will receive $26.00 per student, per class, per semester, exceeding the maximum (based on grade level for each section taught) ~~excluding up to three mainstreamed students~~ per class after the student has been enrolled for two class sessions. (See Appendix G.)

      Middle School

      4. In a departmental classroom, with a 6 period day, the teacher will receive $130.00 per period, per semester, per student exceeding the maximum

per semester after the student has been enrolled for five days. (See Appendix G.)

High School

5. In a departmental classroom, with an 8 period day or 4 period every other day, the teacher will receive $108.33 per period, per semester, per student exceeding the maximum after the student has been enrolled for five days. (See Appendix G.)

6. In a continuation high school classroom, with a 5 period day, the teacher will receive $162.50 per period, per semester, per student exceeding the maximum after the student has been enrolled for five days. (See Appendix G.)

7. In the event there is a change to periods or schedules, class size overage amounts will be adjusted proportionally.

c. Creation of a combination class.

d. Increase in aide time or the addition of an aide if none is presently in the class.

e. Reassignment of a teacher.

f. Addition of a teacher when total site enrollment increases by 25 students.

g. Provide release/prep time via substitute or other methods.

h. Other solutions that can be agreed upon by the teacher and administrator.

If the process above is followed and no solution is agreed upon, then solution B.3.b. shall be implemented. At no time will class size exceed ten percent (10%) of stated maximums. It is understood when the decimal is .5 or greater, the number will be rounded up. This is not to be used as a loading standard, but as a cap.

C. When a student enrolls during the school year, he/she will be distributed as equally as possible among teachers assigned to the same grade level, by site, in grades K-5. Principals will attempt to have balanced classes on the first day of school.

D. All student transfers, K-5, at a school site will be preceded by a conference involving affected teachers and the administration. Any such transfers, which result in an imbalance, will require agreement of the receiving teacher.

ARTICLE X

ASSIGNMENT/REASSIGNMENT TRANSFER

A. DEFINITION OF TERMS

1. Assignment - the teaching position that a unit member is assigned and retains unless reassigned or transferred in accordance with the procedures set forth in this article.

2. Reassignment - the assignment of a unit member from one assignment to another assignment at the same work site.

3. Transfer - the assignment of a unit member to another school with in the District.

4. Vacancy - a newly created teaching position or an existing teaching position created by reassignment, transfer, resignation, retirement or termination.

B. ASSIGNMENT/ REASSIGNMENT/ TRANSFER CRITERIA

1. The District and school sites shall consider and determine the following in considering initial assignment, reassignments and transfers:

All of the following being equal, the final determination shall be based upon the earliest District hire date.

a. Credential requirements
b. Major/minor field of study
c. Years of service to the district
d. Experience of the employee, including grade level/subject area
e. Recent training of the employee, **and/or commitment to District paid/provided professional development for the instructional needs of a school site.**
f. Employee's preference
g. ~~Highly Qualified Teacher Status for the assignment (ex. Highly Qualified is NCLB compliance or in the event NCLB is no longer operative)~~ The unit member must meet all the standards set forth by state and federal law and regulations in order to teach all of the courses within an assignment.
h. Employee evaluation (as described in *Article XII Certificated Personnel Evaluation*, sections C(1)(a) and D(5)(a)).

Any unit member whose assignment requires a Special Education Credential (RSP, SDC, and Speech) will be notified in writing upon his/her assignment that any reassignment or

transfer is subject to the district finding an appropriately credentialed teacher to fill his/her position. However, if the district is unable to find a teacher with the appropriate credential or qualification, the unit member will return to his/her original assignment.

As it applies throughout this Article, probationary unit members shall not have their assignments taken by other unit members seeking reassignments and transfers. (Except in the circumstances described in F2b below) Probationary unit members may indicate interest in reassignments and transfers both are subject to District approval.

C. ASSIGNMENT

By February 15 the District shall begin the process for determining the assignments for the coming school year. The process shall begin by completing the Statement of Intent (Appendix E).

No later than fourteen (14) calendar days prior to the end of the school year, all unit members shall be notified in writing of his/her assignment(s) on the Certificated Staffing Assignment Notice (Appendix H). The Certificated Staffing Assignment Notice (Appendix H) shall include Primary Assignment Information and Additional Information which includes:

1. PRIMARY INFORMATION

Any change in Primary Information shall result in a transfer or reassignment.

Preschool	Grade level and work location
TK-5	Grade level and work location
6-8	Subject taught and work location
9-12	Subject taught and work location
K-12 RSP/Speech	Grade levels, subject taught, and work location for 80% of the assignment
TK-12 Itinerate (Elementary Prep)	Grade levels, subject taught, and work location for 80% of the assignment
K-12 Nurse/APE	District-wide

2. ADDITIONAL INFORMATION

A modification of Additional Information does not constitute a change in assignment. K-12 RSP/Speech, Itinerant and Grade 6-8 unit members may be subject to no more than one modification per school year. Grade 9-12 unit members will be subject to no more

than one (1) modification per trimester/semester. More than one (1) modification per trimester/semester shall be by mutual consent of the member and the district.

6-8	Grade Level
9-12	Specific course title
K-12 RSP/Speech	Other work locations
K-12 Itinerate (Elementary Prep)	Other work locations

This assignment is for the coming school year, except in cases of unforeseen circumstances as determined by the Superintendent. If a modification of Additional Information is required, the District will notify the bargaining unit member ten (10) calendar days prior to the teacher's first duty day. If a modification of Additional Information occurs nine (9) calendar days or less prior to the unit member's first duty day, the unit member will be compensated an amount equal to two (2) additional days of his/her daily rate of pay for preparation as well as one hundred dollars ($100) to purchase new materials, and the District shall assist in moving all school related materials of the unit member.

If this modification of Additional Information occurs after the unit member's first duty day, the unit member shall be given five (5) days notice, three (3) days of preparation time, which shall run concurrently, and one hundred dollars ($100) to purchase new materials. The unit member may, by mutual agreement with the District, waive the notice and preparation days and commence with the new assignment immediately and receive compensation equal to three (3) days of his/her daily rate of pay. The District shall assist in moving all school related materials of the transferred unit member.

If Speech Therapists are occasionally needed to assist one another, this shall not constitute a modification of Additional Information.

Unit members assigned to a combination grade have District hire date seniority at both grade levels.

D. REASSIGNMENT

1. Circumstances which may result in reassignments shall include:
   a. A shift in student population resulting in a decline or increase of enrollment at a grade level(s) or department.
   b. Reduction in program.
   c. Initiation or expansion of program.
   d. Change in staffing ratios
   ~~e. Highly Qualified Teacher Status~~

2. The school principal shall seek volunteers via a district email with a request for response message informing all teachers of position openings prior to making any reassignments. If opening(s) occur at the site during the posting process, each new vacancy will be posted at that site via a district email as described above, until no further interest is indicated by eligible staff. Any positions remaining after this process, will be posted on EdJoin.Org pursuant to Section E below. If the new vacancy occurs after April 15th the District may post the position for outside applicants in lieu of posting it first at the site.

    a. It is the responsibility of the unit member to respond to the email requesting a response for a Reassignment posting and in the event the unit member does not respond, said failure to respond shall not prohibit the site and District from proceeding with the filling of a vacancy.

3. The site reps(s) and the principal will work collaboratively to document attempts to notify all teachers of a reassignment opportunity. Note: interest must be indicated no later than 4:00 p. m. the following workday from the date of the email notification described in (2) above. No vacancy shall be filled by means of an involuntary reassignment if there is a volunteer who best meets the criteria set forth in section B.1a-h of this article. If there are two or more volunteers, the site administration will make the final decision taking into consideration the criteria set forth in B.1a-h of this article.

4. When a reassignment becomes necessary and there are no volunteers, the unit member with the most recent District hire date from the affected grade level/subject area will be involuntarily reassigned. If there is more than one unit member with the same district hire date, refer to F.7.

5. When an involuntary reassignment (or a voluntary reassignment that had the person not volunteered would have resulted in an involuntary reassignment) occurs within five (5) calendar days before school begins the unit member shall be given five (5) calendar days notice and the unit member shall be given two (2) days of his/her rate of pay for preparation. This time may run concurrently. (For the purposes of the section, "school begins" shall be defined as the first contract day for teachers). When a voluntary/involuntary reassignment occurs after school begins, the unit member shall be given five (5) days notice and three (3) days preparation time. In the two aforementioned reassignment scenarios, if the notice and preparation period would require the unit member to miss the first or subsequent student days, the unit member may elect to waive the notice and preparation days and commence with the new assignment immediately and receive compensation equal to three (3) days of his/her rate of pay. The unit member at their own discretion may prepare offsite, after meeting

with their site administrator. More or less time may be granted upon consultation between the unit member and his/her immediate supervisor. The unit member shall be allotted one hundred dollars ($100) to purchase new materials. The District shall assist in moving all school-related materials of any reassigned unit member.

6. Unit members employed at a site where a vacancy occurs shall be given the first opportunity to be reassigned. Bargaining Unit Members assigned to more than one site will give written notice to their site administrator(s) prior to applying for vacancies at multiple sites.

7. Unit members may be subject to no more than one involuntary reassignment per school year.

E. TRANSFER

1. The District shall seek volunteers prior to making any transfers for vacancies occurring between August 1st and April 15th of each school year.

2. Principals serving in schools ranked in deciles 1 to 3 on the Academic Performance Index may refuse to accept the transfer of a bargaining unit member (Ed. Code 35036).

3. After April 15 of the school year, prior to the school year in which a transfer would become effective, priority to bargaining unit members may not be assigned over other qualified applicants who have applied for positions requiring certification qualification at the school (Ed. Code 35036).

4. Voluntary Transfers (Employee Initiated)

   a. A unit member may submit to the Personnel Department at the District Office a written request for a transfer when a vacancy exists. The determination of whether the District fills any post April 15th vacancies with outside applicants or with current unit members filing written requests for transfer is at the discretion of the District

   b. A transfer request shall be considered using the criteria set forth in section 8.1a-h of this article.

   c. If a unit member's request for transfer is denied, the Superintendent or designee shall meet and discuss reasons for denial if requested by the unit member. If requested by the unit member, reasons for the denial shall be provided in writing. Reasons must be correlated to B.1a-h of this article, unless the vacancy occurred after April 15th.

d. Unit members, excluding those hired after the beginning of the school year, who fill vacancies through transfers after the school year begins are entitled to the same benefits as described in E5.d (below).

e. For vacant positions in which the vacancy becomes known by the District between August 1st and April 15th, and which were not first filled through site reassignment, the District will post the vacancy on Edjoin.org for a period of no less than three (3) business days and shall notify all bargaining unit members via email of the availability of posted vacancies. (See also section F2b below).
Once a vacant position is posted on Edjoin.org as stated above, it does not need to be posted or made available again. Any significant variation of the original vacancy or new vacancy based on AA shall be posted on Edjoin.org. (Business days shall be defined as days in which the District office is open for business).

5. Involuntary Transfer (District Initiated)

a. Circumstances which may result in involuntary transfers shall include:

1) A shift in student population resulting in a decline or increase of enrollment at grade level(s), site(s), or department(s).

2) Reduction of program(s).

3) Initiation or expansion of program(s).

4) Opening of a new school.

~~5) Highly Qualified Teacher Status~~

b. The District shall seek volunteers prior to making any involuntary transfers. No vacancy shall be filled by means of an involuntary transfer, if there is a volunteer who best meets the criteria set forth in B.1a-h of this Article. If there are two or more volunteers, the administration will make the final decision taking into consideration the criteria set forth in section B.1a-h of this Article. When there is a need for an involuntary transfer at a site, the following criteria will be utilized:

K-5 unit member with the most recent District hire date from that site shall be transferred.

6-12 unit members with the most recent District hire date in the affected subject area from that site shall be transferred.

c. After Steps E.1 and E5.c. have been completed and there is still a need for an involuntary transfer, refer to E.5.b.

d. When involuntary transfers occur after Certificated Staffing Assignment Notices have been distributed and up to ten (10) calendar days prior to the beginning of the following work year and there are no volunteers:

   1) The District shall notify the employee in writing ten (10) calendar days in advance of the effective date of the transfer by certified mail or personal delivery.

   2) The unit member may request a review of the transfer and submit a rebuttal in writing.

   3) The transferred unit member shall receive payment for two (2) additional days before the start of school at his/her daily rate of pay.

   4) The unit member shall be allotted one hundred dollars ($100) to purchase new materials.

   5) The district shall assist in moving all school related materials of the transferred bargaining unit member.

e. In grades TK-5 only, when involuntary transfers occur within five (5) business days before the start of the teacher work year through the first three weeks of school (first 15 teaching days), volunteers will be sought at the site. If there is an acceptable volunteer, prior to accepting the volunteer, the least senior teacher at the affected grade level will be offered the volunteer's assignment or a transfer off site.

f. When involuntary transfers (or a voluntary transfer that had the person not volunteered would have resulted in an involuntary transfer) occur and are implemented after the beginning of school:

   1) The bargaining unit member shall be given five (5) days notice and three (3) days of preparation time. This time may run concurrently. More or less time may be granted upon consultation between the unit member and his/her immediate supervisor. The unit member, at their own discretion, may prepare offsite after meeting with their site administrator once during the three days of preparation. If the notice and preparation period would require the unit member to miss the first or subsequent student days, the unit member may elect to waive the notice and preparation days and commence with the new assignment immediately and receive compensation equal to three (3) days of his/her rate of pay.

2) A grant of one hundred dollars ($100) shall be provided to purchase new materials.

3) The District shall assist in moving all school-related materials of any transferred unit member.

g. Unit members may be subject to no more than one involuntary transfer per school year.

F. VACANCIES

1. General Provisions

a. The District shall make every attempt to fill all known vacancies which become known between August 1st and April 15th prior to April 15th. Those vacancies known but filled prior to April 15th will not be subject to the language in E.3.

1) The process for filling vacancies for the following school year which become known between August 1st and April 15 h shall be the Assignment Fair process as detailed in the Memorandum of Understanding between the Parties located in Appendix J of this Agreement Each year the Parties shall attempt to reach mutual agreement on the dates for the site assignment process and the Assignment Fair as well as the date by which employees will be notified regarding the tentative first round vacancies for the Assignment Fair. If the Parties are not able to reach a mutual agreement on the dates described immediately above then the District may select the dates.

b. Eligible bargaining unit members are all bargaining unit members except temporary teachers.

Eligible bargain unit members will also include bargaining unit members who either voluntarily or involuntarily transfer or who are voluntarily or involuntarily reassigned after the school year has begun due to circumstances stated in E.5.a., regardless of whether or not the position was previously posted on Edjoin.org as a district-wide vacancy.

c. Eligible bargaining unit members currently assigned to a school site where a vacancy occurs will be given first priority for filling that vacancy. This does not guarantee that the unit member will be selected for the position if the unit member does not meet the criteria set forth in B.1a-h of this Article.

d. For known vacancies occurring prior to April 15th eligible bargaining unit members will have first opportunity to apply and be selected for all pre April 15th district-wide

vacancies after the completion of site postings. This does not guarantee being selected for the vacancy if there is more than one bargaining unit member that meets the criteria as stated in the Notice of Vacancy or if one or both of the unit members does not meet the criteria set forth in B.1 a-h of this Article.

e. Bargaining unit members shall receive an interview for any vacancy for which they apply and are appropriately credentialed and Highly Qualified.

f. During the posting process for each school year, a bargaining unit member may fill no more than one (1) vacancy by means of a voluntary transfer.

g. No vacancies will be filled until after the closing date as stated on the Notice of Vacancy.

h. A teacher may elect in writing to not participate in the vacancy process and may rescind their decision to participate in the process by notifying the Personnel Office in writing.

i. The Notice of Vacancy shall include: (Via email and/or Edjoin.org posting)

1) Closing date for receipt of application;
2) Site location;
3) Grade level, subject and/or specialist area;
4) Credential requirement;
5) Experience of the employee requested
6) Recent training of the employee requested
~~7) Highly Qualified Teacher Status~~

2. School Year Vacancies (August 1st until April 15th)

a. If a vacancy occurs on or after August 1st and prior to April 15th, the vacancy will be posted during the current school year. A new teacher may be hired to fill the vacancy.

b. For vacancies which occur between August 1st and April 15th which are posted on Edjoin and for which a new probationary teacher was hired and for which current unit members also applied for the position, the current unit members who applied at the time the vacancy was originally posted and filled will have an opportunity to apply for the position again in the Spring assignment process.

3. Post April 15th Vacancies through August 1st

a. If a vacancy occurs after April 15th and prior to August 1st, the vacancy will be posted on EdJoin.org.

b. If the bargaining unit member applies for an April 15 through August 1 vacancy and would result in a transfer, priority may not be assigned to this bargaining unit member over other qualified applicants who have applied for this position.

c. Bargaining unit members currently assigned to a school site where an April 15 through August 1 vacancy occurs and who have applied on Edjoin.org will be given first priority to fill the site vacancy. This does not guarantee that the unit member will be selected for the position if the unit member does not meet the criteria set forth in B.1a-h of this Article.

4. Combination Classes

If, by the beginning of the routing process of the current school year an assigned combination class teacher has not taught more than one grade level, that bargaining unit member will be given an updated Certificated Staffing Assignment Notice reflecting their single grade assignment.

a. In the event that a combination class is eliminated and two classes are created, the bargaining unit member will have the option of choosing their assignment from the resulting two vacancies. The position they choose will not be posted at the end of the school year. If the elimination of the combination class and the creation of two classes occurs prior to April 15th the other vacancy will be posted following the process described in F.2a.

b. In the event that a combination class is eliminated and one class is created, the bargaining unit member will be assigned to the resulting class. The position will not be posted at the end of the school year.

c. If a singular grade position is turning into a combination grade position for the subsequent school year, the affected grade level teachers will be offered the combination grade position first. If none of the affected grade level teachers accept the combination grade position the position will become a vacancy.

5. Part-Time Bargaining Unit Members

Part-time bargaining unit members are those employed less than 1.0 FTE. Part-time bargaining unit members are not eligible for the first round of Site/District postings but will be eligible for all postings thereafter. In the event that a bargaining unit member's

assignment is less than 1.0 FTE, the District shall notify the affected bargaining unit member in writing of the part-time posting procedures.

6. Seniority Determination
   For purposes of this article only, reassignment/transfer ranking for unit members with the same seniority date will be determined by the time and date of the bargaining unit member's signature on the Intent to Hire Form. This does not mean the District will use the signature date/time for tie-breaking criteria during a Reduction in Force (RIF/ Layoff).

   For unit members who have the same initial contracted work day who were hired prior to the practice of tracking the time and date of a unit members signature on an Intent to Hire Form or any year in which the practice of tracking the time and date of the signature was not followed, their seniority ranking for purposes of reassignment/transfer only will be determined by lot. At least one District Administrator and two WPTA Executive Board Members must participate in the lottery drawing in the event one becomes necessary. This does not mean the District will use the lottery drawing used pursuant to this section for tie-breaking criteria during a Reduction in Force (RIF/ Layoff).

G. STIPEND POSITIONS (APPENDIX B)

1. Stipend positions listed in the Special Assignment salary schedule (Appendix B) shall first be offered to bargaining unit members at the site where the position is located.

2. If at that time, there are no bargaining unit members who have applied for the position, then the position may be offered to non-bargaining unit members.

3. **The deadline for submission for payment of a stipend from Appendix B is June 25th during the same school year in which the employee fulfilled the duties of the stipend position.**

H. COACHING (APPENDIX B)

1. Temporary athletic team coaching stipends stated in the special assignment salary schedule (Appendix 8), shall first be offered to certificated teachers employed by the District who satisfy the qualification criteria established for the position. (Education Code 44919).

2. The principal or administrator designee at each site that offers temporary athletic team coaching stipends shall apply the qualifications based on Board policy and law on an annual basis to all temporary coaching assignments. Certificated teachers employed by the District that apply for a temporary coaching assignment and do not receive the

assignment, may request the reason in writing within ten (10) work days. Reasons will be aligned to the criteria stated in Board Policy. The District reserves the right to cancel a sport even if a coach has been chosen. Only the process outlined in section G is subject to grievance.

I. **Department Heads/Lead Teachers (Appendix B)**

1. **There will be a process for unit members to have input into the selection of Department Heads (high school) and Lead Teachers (middle school).**

2. **Department heads or lead teachers are not serving in an administrative role. Rather, the goal is to collaborate with colleagues to enhance their ability to successfully collaborate and serve their students.**

ARTICLE XII

CERTIFICATED PERSONNEL EVALUATION

A. PHILOSOPHY

The philosophy underlying these evaluation procedures is embodied in the following basic concepts:

1. The purpose of teacher evaluation is to improve the educational program in the Western Placer Unified School District and to advance toward attainment of the District's stated educational goals.

2. The evaluation of teachers is viewed as a positive process, which is program and performance oriented, and not personally centered.

3. The evaluation of teachers, in all its facets, is seen as a cooperative effort and a shared responsibility between evaluatee and evaluator. Final responsibility for performing evaluative judgment and for signing evaluation forms rests with the site principal or assistant principal, program director, or designated administrator with direct oversight responsibilities of the evaluatee's program.

4. The teacher's evaluator shall take affirmative action to help the employee to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendation, and/or released time for the teacher to visit and observe other similar classes in other schools.

5. Teachers shall not be required to participate in the evaluation and/or observation of other teachers. Teachers who are assigned as half-time teachers and half-time administrators shall participate in the evaluation and/or formal observation of other teachers. Final evaluations shall be subject to review by a full-time principal or district administrator if requested by the unit member.

6. If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, at the evaluatee's request, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after a period of thirty-eight (38) months following the completion of the remediation.

7. All teachers to be evaluated will be notified by October 1 of each school year. A list will be maintained at the District Office.

8. The summary evaluation of a unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

   In the event that laws or regulations including, but not limited to, those which impact funding require the District to modify the first sentence in this section A.8 the language shall be removed or modified to be in compliance with law or regulation and any modification will be negotiated only to the extent specifically required by said law or regulation. Nothing in this section A.8 shall prohibit teachers and administrators from having professional discussions about test scores including discussions about the scores of the students currently or previously taught by the teacher.

B. DEFINITION OF TERMS

1. Evaluation: A process that is composed of at least three parts. Those are:
   a. The written goals and objectives, or the development of an annual professional plan.

   b. Observation(s), formal/informal.

   c. A summary written evaluation.

2. Evaluator: An evaluator shall be the site principal, assistant principal, program director, or designated administrator with direct oversight responsibility of the evaluatee's program.

3. Goals and Objectives: A goal is an individualized plan that states what a unit member will strive to achieve as related to their instructional position during the school year. An objective is the method(s) to be used by the unit member to achieve the goals that have been established.

4. Annual Professional Plan: Individualized annual plan developed by permanent and identified experienced probationary unit members for the express purpose of providing a self-evaluative program of growth.

5. Observation: Observation is the basis for the summary evaluation as written by the site principal or assistant principal. All other observations and supervision activities performed by other than the evaluator are not to be a part, either directly or indirectly, of the summary evaluation without the written permission of the evaluatee.

6. Informal Classroom Observation: Shall be a classroom visit of an unspecified period of time, with or without prior notification of the visit. **Feedback may be provided. If a form is used to provide feedback, unit members will have input into the process for**

creating the form. The employee may submit a written response to the feedback given by the evaluator.

7. Formal Classroom Observation: Shall be at least 30 minutes to one (1) period in duration. Shall be preceded and followed by conferences between evaluator and evaluatee.

C. EVALUATION OF PERMANENT TEACHERS

1. Permanent teachers shall be evaluated once every other year. When a permanent employee has received a needs improvement or an unsatisfactory summary evaluation, the employee will be evaluated annually by his or her current evaluator until the employee receives a positive evaluation or is separated from the District.

   a. If an employee requesting a transfer or reassignment in accordance with Article X has received two consecutive summary evaluations rated lower than *Meets or Exceeds District Standards* in their two most recent summary evaluations and at least one of the two summary evaluations is rated Unsatisfactory, then the employee will have no priority consideration for any vacant positions. The District may still grant a transfer or reassignment request after considering the educational and operational needs of the District or the site(s).

2. By October 15, the evaluator shall confer with all permanent teachers being evaluated that year to establish in writing either goals and objectives or an annual professional plan and may review site goals and the summary evaluation process.

3. During the year a teacher is being evaluated, the evaluator may conduct one formal observation to occur no later than April 30.

4. Not later than May 1 of the year that the permanent teacher is to be evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.

5. Unit members with permanent status and who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 USC Sec. 7801, and whose previous evaluation rated the unit member as meeting or exceeding standards, may be evaluated every five (5) years if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. If the parties do not mutually agree, the process reverts back to C.1 of this article. It is understood that this process may result in an inconsistent practice from site to site.

D. EVALUATION OF PROBATIONARY TEACHERS

1. All probationary teachers shall be evaluated every year.

2. By October 15, the evaluator shall confer with all teachers being evaluated that year to establish:

   a. Written instructional goals and objectives for teachers with less than two (2) years experience.
   b. A written annual professional plan or goals and objectives for teachers with three (3) or more years experience.

3. At least three formal observations shall be conducted each year prior to March 15.

4. A summary evaluation and conference shall be scheduled for no later than March 15 in the first and second year of employment.

5. A determination that any probationary teacher has received a needs improvement or an unsatisfactory evaluation shall be recorded on the probationary teacher's evaluation form.

   a. If an employee requesting a transfer or reassignment in accordance with Article X has received two consecutive summary evaluations rated lower than *Meets or Exceeds District Standards* in their two most recent summary evaluations and at least one of the two summary evaluations is rated Unsatisfactory, then the employee will have no priority consideration for any vacant positions. The District may still grant a transfer or reassignment request after considering the educational and operational needs of the District or the site(s).

E. EVALUATION OF TEMPORARYTEACHERS

1. All temporary teachers may be evaluated every year.
2. The evaluator shall confer with all temporary teachers being evaluated to establish instructional goals and objectives which shall be put in writing.

3. Three formal observations may be conducted during the year the temporary teacher is evaluated before April 30.

4. A summary evaluation and conference shall be scheduled no later than May 1.

5. A determination that any temporary employee has received a needs improvement or an unsatisfactory evaluation shall be recorded on the temporary employee's evaluation form.

F. FORMAL CLASSROOM OBSERVATION (if used)

1. The provisions of this Article do not preclude other methods of evaluation and observation by the evaluator. Evaluators and evaluatees may suggest other methods of evaluation and observation which, if mutually agreed upon, will be utilized in the individual's evaluation process.

   a. A formal classroom observation shall be arranged by the evaluator and the evaluatee at least two (2) days in advance of the observation. This requirement may be waived at the discretion of the evaluatee.

   b. This classroom observation shall be preceded and followed by a conference during which evaluator and evaluatee shall discuss data relevant to the observation. The evaluator's observation shall be put in writing (Appendix D).

   c. In the event of a negative classroom observation, the evaluatee may request additional formal classroom observations.

2. Formal classroom observations may be waived by mutual agreement.

G. WRITTEN SUMMARY EVALUATION

1. The summary evaluation may include at least one formal classroom observation lasting thirty (30) minutes or one full period which shall occur by April 30.

2. The summary evaluation shall not be based solely on classroom observations.

3. The summary evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employees.

4. A copy of the written summary evaluation shall be presented to a permanent employee not later than May 1.

5. Within seven (7) days, the employee may attach a written response to the summary evaluation before such evaluation is placed in the employee's personnel file located in the District Office.

6. The written summary evaluation, goals and objectives, and observation forms will be jointly developed by the Association and the district and no other forms may be used for purposes of observation and evaluation without the mutual consent of the Association and District.

7. The selection by the eligible unit member of either an annual professional plan or goals and objectives shall not reflect negatively upon the summary evaluation.

H. FORMATS

A variety of formats may be used for the annual professional plan.

The following certificated employees will be evaluated using the four domains (Framework for Teaching -Appendices J-M):
Speech Pathologists
Nurses
Counselors

The above mentioned employees will use the "Framework" for their field (Appendix J) formal Evaluation form for their field (Appendix K), Employee Reflection Form (Appendix L - this form is optional), and Summative form (Appendix M). The Framework for Teaching uses four domains of professional practice which are aligned to the standards of each specific profession.

Speech Pathologists, Nurses, and Counselors will be evaluated using the same evaluation timelines and procedures that are used for probationary and permanent teachers as noted in Article XII (C through H).

ARTICLE XIV

EMPLOYEE BENEFITS

A. COST CONTAINMENT COMMITTEE

A health care cost containment committee shall be formed. It shall be comprised of two Association representatives and two District representatives and representatives from other groups (at the discretion of the District).

1. This committee shall be charged with annually reviewing District health plans for cost-effective alternatives and may make recommendations, which shall be subject to negotiations.

2. Annual recommendations for health insurance shall include a minimum of three alternatives. One of the alternatives shall be Kaiser and at least one alternative shall permit retirees who have at least reached the age of sixty-five (65) to participate upon timely payment by the retiree of the required premium.

3. The Association shall activate this committee not later than February 1 of each year of this contract.

B. BENEFIT PACKAGE

The required maximum District monthly health benefit (including dental and vision) contribution for a unit member shall be $1201.99 per month. Premium amounts in excess of $1201.99 are the responsibility of the employee.

The required maximum District monthly contribution for a unit member enrolling in a high deductible health insurance plan, eligible for Health Savings Account (HSA), (including dental and vision) shall be $1201.99 per month. Additionally, the District will contribute the amount equal to the difference between the high deductible plan premium (including dental and vision) and the maximum cap of $1201.99 to an employee specific Health Savings Account at a reputable third party administrator. HSA contributions shall not exceed the annual Federal IRS maximum contribution for HSA's, determined by whether the employee is enrolled in single or family (for this purpose "family" includes plus children, plus spouse or plus family) coverage. If the District annual contributed HSA amount (difference between $1201.99 and the medical premium including dental and vision) would exceed the annual Federal IRS maximum, then the amount of the IRS maximum would be divided by twelve and that amount would be contributed to the

employee's HSA each month. If the premium for the high deductible plan (including dental and vision) meets or exceeds $1201.99 per month (the District maximum benefit cap), then the District will not be contributing to the HSA. District contributions to HSA's will be determined for the fiscal year based on the Federal IRS maximum at the time of open enrollment and will not be adjusted during the fiscal year if the Federal IRS maximum changes.

1. Health Insurance

    a. The District shall provide each eligible unit member, and eligible dependents where appropriate, with the option of enrolling in Kaiser, or one of the agreed upon alternative health insurance plans.

    b. Unit members who are absent on account of prolonged illness who have exhausted their accumulated paid leaves and are therefore on the 39-month reemployment list shall continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed eight (8) months following exhaustion of said leave. In order for a unit member to avail themselves of this additional coverage the employee must sign up for COBRA benefits and the District will make payments to the COBRA administrator in an amount equal to or less than the maximum amount the District contributes towards active employee benefits, as described above, depending on the plan selected by the unit member. The unit member will be responsible for any amount due to the COBRA administrator in excess of the amount the District contributes towards active employees as described above.

    c. Unit members on approved unpaid leaves of absence may continue to receive health insurance coverage for the period of the leave at the employee's expense.

2. Dental Insurance

    The District shall provide each eligible member, and eligible dependents where appropriate, with a dental plan. The plan (carrier) shall be determined by the Association and the District. Dental coverage will be $2000 maximum per annum.

3. Vision Care Plan

    The District shall provide each eligible unit member, and eligible dependents where appropriate, with a vision care plan. The plan (carrier) shall be determined by the Association and the District.

4. Life Insurance

   The District shall provide each full-time eligible unit member with a life insurance policy. The policy shall be provided by The Standard Insurance Company Basic Life and Accidental Death or Dismemberment or its current equivalent) unless otherwise agreed to by the Association and the District. Premiums paid by the District are in addition to the medical, dental and vision premiums.

   The unit member may provide, at his/her own expense, each of his/her family members with a life insurance policy through payroll deduction subject to carrier restrictions.

5. Income Protection

   The District shall provide each full-time eligible unit member with an income protection policy. The policy shall be provided by The Standard Insurance Company (Disability or its current equivalent) unless otherwise agreed to by the Association and the District. Premiums paid by the District are in addition to the medical, dental and vision premiums.

6. Open Enrollment

   The open enrollment period shall be at least fifteen (15) days unless information from any insurance carrier is not released in a timely manner.

C. TRANSITION COVERAGE - (COBRA)

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months or the amount prescribed by law. Group health plan includes the package of health, dental, vision, and prescription coverage.

2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.

3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee.

D. ELIGIBLE EMPLOYEES

1. Unit members are eligible when working at least half-time. Unit members working from .5 to .99 FTE shall be entitled to receive pro-rated health and life insurance benefits. Entitlement shall be based on the ratio of the employee's contracted service to 1.0 FTE.

2. Participation shall be subject to lawful rules of the insurance provider and timely payment of the remaining balance by the employee through payroll deduction.

E. RETIREE BENEFITS

1. The District may offer unit members the Golden Handshake Additional Service Credit program authorized by Education Code 44929 between July 1 and March 1.

or

2. The District agrees to make available medical (including prescription), dental, and vision to an employee who retires during the life of this contract. The plans provided shall ~~be the same as those which are provided to~~ **come from the same broker as** active employees subject to the following conditions:

   a. The unit member must have served at least fifteen (15) years in the Western Placer Unified School District as an employee; those members with fewer than fifteen (15) years may choose to enroll in the benefit package at their own cost.

   b. The member must have reached a minimum of age fifty-five (55).

   c. The District obligation under this provision shall not exceed the amount equal to the ~~employee~~**Retiree** only Kaiser Health **HMO Rate**, ~~or where applicable, Kaiser composite rate~~dental, and vision, not to exceed $1,201.99 ~~per month or $2775 annually, whichever is greater,~~**monthly**. This retiree benefit will be for a maximum of ~~ten (10)~~ **seven (7)** consecutive years or until age sixty-five (65), whichever comes first **for unit members with 15-19 years of consecutive service in the Western Placer Unified School District. For unit members with 20 or more years of consecutive service in the District, the retiree benefit will be** for ten (10) consecutive years or until age sixty-five (65), whichever comes first. This amount will be paid directly to appropriate insurance carriers.

   d. The required maximum District monthly contribution for a retiree choosing a High Deductible Health Plan (dental and vision included) plus the District Health Savings Account contribution will not exceed E.2.c. The Retiree is

responsible for any tax implications of the District's contribution to the Health Savings Account.

F. Unit members who retire at 65 years or older with 20 or more years of consecutive service within the district may choose one of the following options:

a) A monthly district contribution up to $450 per month to be used toward supplemental medical, vision, and/or dental benefits for twelve months. Plans provided shall come from the same broker as active employees.

b) A one-time lump sum of $5,000 paid through supplemental payroll. The retiree is responsible for any tax implications of the lump sum payment.

G. Benefit (E.2.c.) is only available to employees who:

1) Submit, in writing, their letter of retirement between the dates of July 1 and March 1, and

2) Elect, in writing, to receive this benefit.

ARTICLE XV

WORK YEAR

A. TEACHING DAYS

Days during which students are required to be in attendance or for which attendance is credited.

B. DUTY DAYS

Days during which unit members are required to be in attendance.

C. WORK-DAY /WORK YEAR

1. ~~There shall be 180 teaching days plus three (3) additional non-ADA days for a total of 183 duty days (15/16 and 16/17 school years).~~ Starting with the 2017-2018 school year, there shall be 180 teaching days plus four (4) additional non-ADA days for a total of 184 duty days. ~~Teachers new to the District shall work one (1) additional non-ADA day for a total of 184 duty days (15/16 and 16/17 school years).~~ Starting with the 2017-2018 school year teachers new to the District shall work one (1) additional non-ADA day for a total of 185 duty days. 90 minutes of the additional non-ADA day for new teachers will be allotted to Western Placer Teachers Association.

2. ~~Counselors shall work 200 days per school year (15/16 and 16/17 school years).~~ Starting with the 2017-2018 school year, counselors shall work 201 days per year. These days will be scheduled by the counselor and their site principal.

3. ~~School nurses will be required to work an additional 51 days outside of the normal 183 day school year (15/16 and 16/17 school years).~~ Starting with the 2017-2018 school year, school nurses will have a 184 day work year and will ~~still~~ be required to work an additional 15 days outside of this work year.

4. Only the start and stop of the duty days, the number of days between, number and placement of zero days, as well as the number, functions, and placement of the ~~three (3)~~ non-ADA days ~~(15/16 and 16/17 school years),~~ are negotiable. ~~Starting with the 2017- 2018 school year, there will be four (4) non-ADA days which are also negotiable (Se Appendix C).~~

5. A Calendar Committee comprised of 3 WPUSD representatives, one of which will be the chairperson and 3 WPTA representatives will be formed and shall develop a

calendar which includes the start and stop of the duty days, number of days between, number and placement of zero days, as well as the placement of non-ADA days.

6. Prior to ~~November 1st~~ **December 1st**, the number and function of non-ADA days for the following school year will be determined through negotiations.

7. By ~~November 1st~~ **December 1st**, the chairperson of the Calendar Committee will be informed of the number and function of the non-ADA days for the following school year, as per C.5 of this article.

8. By February 1st, the Calendar Committee will submit a calendar proposal reached by consensus (support of every member of the committee) for the following school year to the WPTA and WPUSD bargaining teams for tentative agreement. If consensus cannot be reached by February 1st, the chairperson will forward the committee's options and data to the WPUSD and WPTA bargaining teams to be negotiated using C.3 above.

9. Calendar committee meetings will be held beyond the workday and not count as a meeting described in Article VII.A of the collective bargaining agreement.

D. STAFF DEVELOPMENT DAYS

1. All staff development, which occurs beyond the teacher's work day, must be pre-approved by the District.

2. Additional staff development may be compensated at the hourly rate (See Appendix A) or converted to units toward advancement on the salary schedule at the District's discretion.

3. Since attendance at staff development beyond the teacher's work day is optional, teachers cannot be held accountable for information/materials received during staff development held beyond the teacher's work day unless they attended the staff development training and were compensated for said training.

4. Staff development opportunities must meet one of the following categories:

   - WPUSD Sponsored Staff Development,
   - PCOE Sponsored Staff Development,
   - WPUSD Endorsed Staff Development

~~ARTICLE XIX~~

~~MENTOR TEACHER PROGRAM~~

~~A. PARTICIPATION~~

~~1. The District may elect to appoint Mentor Teacher(s). Participation shall be in accordance with the rules and regulations established by the State Department of Education.~~

~~2. Participation is contingent upon funding by the PAR program as provided for inArticle XXIII, Section E.4.d.~~

~~B. SELECTION COMMITTEE MEMBERSHIP~~

~~1. The selection committee to nominate candidates for selection as mentor teachers shall be the Peer Assistance and Review (PAR) Panel.~~

~~C. SELECTION COMMITTEE DUTIES~~

~~1. The Selection Committee shall seek applications for the Mentor Teacher Program from the eligible unit members and shall submit its nominations to the Board. The final designation of any person as a mentor teacher shall be by action of the Governing Board. If the Governing Board rejects any of the original nominations, the Committee will present additional nominees to the Board.~~

~~2. The mentor teacher shall be nominated for a period of three years, subject to annua l review by the Superintendent or designated administrator.~~

~~3. In determining its recommendation, the Committee shall consider the following:~~

~~a. The mentor teacher must be a credentialed classroom teacher with permanent status.~~

~~b. The mentor teacher must have demonstrated exemplary teacher ability and/or skills to be successful in the mentorship which may be indicated by the following: effective communication skills, subject matter knowledge, prior experience, organizational abilities, and mastery of a range of teacher strategies necessary to meet the needs of pupils in different contexts.~~

~~D. MENTOR TEACHER SERVICES~~

~~1. Each mentor teacher appointed by the Governing Board shall receive written notification from the Superintendent.~~

~~2. A mentor teacher shall receive a stipend in addition to his/her regular salary and benefits . The stipend will be equal to the amount assigned to a second year~~

Consulting teacher serving one Voluntary Participating teacher as per Article XXIII, Section F.5. Mentor teachers who do not complete their planned program shall be paid for service rendered on a pro rata basis according to the amount of the assignment completed.

3. A general outline of the duties and responsibilities and time and manner of performing these proposed responsibilities shall be determined by mutual agreement of the mentor and his/her supervisor. Specific implementation details shall be agreed upon by the mentor and supervisor. All duties shall be completed within the agreed upon time frame.

4. A mentor teacher's duties and responsibilities may include the following:

a. Staff development;

b. Curriculum development;

c. Other duties based on the need of the district as described in the mentor posting.

5. Mentor teachers shall have no access to or participate in the evaluation of any other bargaining unit member.

6. Mentor teachers shall not be exempt from the following: extra duty assignment, staff meetings, or liabilityto layoff.

E. GENERAL PROVISIONS

1. District general funds will not be used to fund this program.

2. Appointment will be for three consecutive years commencing from the date of the appointment.

3. Unit members shall not be required to substitute for a mentor teacher or a member of the Selection Committee.

4. The mentor teacher stipend shall be counted as salary or wages for purposes of calculating contribution or benefits for STRS in accordance with Education Code Section 22119.2

5. The evaluation and supervision of the mentor teacher shall be conducted by the Superintendent or his designated administrator. The evaluation shall be related to the implementationof the mentor's assignment.

6. A mentor teacher who wished to resign from his/her mentor teacher duties must give notice to the District.

If, for any reason, a mentor teacher is unable to complete the designated mentor duties and term, a replacement will be selected to complete the remainder of the mentor's term.

7. Upon completing a mentor's term, unit members may apply for another mentor appointment.

8. Mentor teachers will receive guidance and assistance during their assigned term from a designated administrator.

ARTICLE XVIII

PUBLIC AND PARENTAL COMPLAINT PROCEDURE

A. PHILOSOPHY

This article is intended to provide the public a forum and a process to present official complaints about a unit member. The process herein seeks to ensure the public's right to express concerns and to protect the rights of the unit member and students. This article is not intended to provide a forum or process for one WPUSD employee to present a complaint against another WPUSD employee. Complaints from one WPUSD employee against another WPUSD employee should follow the process outlined in Administrative Regulation 1312.1(a). Additionally, it is not the design of this process to presume guilt on the part of the unit member nor compromise any party's right to due process.

B. PUBLIC CITIZENS COMPLAINT

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature, which has been received by the evaluator from a parent and/or citizens unless the following procedures have been followed in Section C below.

C. PROCEDURE

1. Parent/citizens with a complaint shall be encouraged to address concerns to the unit member as a first step. **The District may require site based teachers to attend a meeting to resolve a formal parent complaint. Prior to meeting outside the unit member's work day, alternate meeting times will be sought such as, but not limited to: meeting during a preparation period; conference calling, providing a substitute; and administration covering the class. If the meeting occurs outside of the unit member's work day, the unit member will be eligible to submit a timecard for time exceeding sixty (60) minutes beyond their contract day. This compensation will be at the district hourly rate.**

2. Any parent or citizen complaint about a unit member shall be reported to the unit member by the administrator, or reported to the administrator if received by the unit member as soon as practicable, and in a timely manner to prepare all parties for a conference if the complaint may result in negative material being placed in the unit member's personnel file.

3. If the complainant does not want to meet with the unit member, then:

a. The complainant will meet with the unit member's supervisor.

b. The supervisor will meet with the unit member to address concern(s).

c. The supervisor will inform the complainant of the efforts made to reach resolution of the concerns within the limits of confidentiality of personnel matters.

4. If the matter has not been resolved at Step 3:

   a. If the matter has not been resolved at Step 3 above to the satisfaction of the complainant, the complainant may then submit a written statement of the substance of the complaint. This statement shall identify the complainant and give the specific allegations involved. This statement shall be given to the unit member, with a copy going to the immediate supervisor before the process will go to Step 5 below.

   b. If the matter has not been resolved to the satisfaction of the unit member at Step 3 above, the process may continue to Step 5 below, only if Step 3 resulted in negative material being placed in the unit member's personnel file. Mediation is needed prior to investigation at the district level.

5. An investigation shall take place and shall include the supervisor meeting with all appropriate parties including the complainant and the unit member, who shall have the right to have a representative present. This investigation shall be conducted in a manner to determine the accuracy, validity, and seriousness of the complaint. After considering all information, the immediate supervisor shall make a decision as to the appropriate action to be taken.

6. If either the complainant or unit member believes that the investigation in Section 5 above was inadequate, biased, or insufficient, they have the right to appeal in writing the Superintendent or his designee and then to the Board of Trustees. The appeal shall state how the investigation was inadequate, biased, or insufficient.

ARTICLE XXIII

SUMMER SCHOOL INSTRUCTION

A. DEFINITION

The provisions contained in this article shall apply to the instructors of all summer school instructional programs offered by the District for the benefit of the students.

B. COMPENSATION

The compensation for summer school programs shall be calculated as:

- assignment/hourly rate as stated in Appendix A x (times)
- the number of hours per day x (times)
- the number of summer school days plus one teacher preparation day.

The principal may require attendance at one (1) orientation meeting prior to school, or one (1) information meeting on the preparation day, and no more than two (2) meetings not to exceed thirty-five (35) minutes beyond the student day. Compensation for attendance at these meetings is included in the formula outlined in this paragraph.

C. WORK DAY

Bargaining unit members shall report to summer school classrooms fifteen (15) minutes before classes start and may leave at the completion of their duties. Teachers may be required to stay up to fifteen (15) minutes after their last class, if asked to do so by the principal.

D. SICK DAY

Each four to six week teaching position shall be entitled to one summer school sick day (e.g. 4.5 hours) without any reduction in pay. **This sick day may only be utilized for the illness of the unit member**. The most senior bargaining unit member in a shared teaching position will receive the assigned sick leave, unless otherwise agreed to by the teaching partners. The summer school sick day will not roll over into an employee's regular sick leave. Additional non-attendance will be subtracted from the summer school stipend at the amount equal to:

- the hourly rate as stated in Appendix Ax (times) the number of hours per day.

E. APPLICATION PROCESS

1. Selection and appointment of bargaining unit members serving in summer school programs shall be the responsibility of the District in compliance with this article.

2. Bargaining unit members of the District shall be given preference over outside applicants for summer school programs placement.

3. The vacancies for all summer school employment opportunities shall be posted in a conspicuous place at each school site and district office for at least ten (10) workdays.

4. For summer school assignments, the District shall conduct an application process prior to May 1. By Friday before the last week of school, all applicants shall be notified of their tentative selection or non-selection. This timeline may be extended by five (5) days to accommodate fluctuations in enrollment.

F. CLASS SIZE LIMITS FOR REMEDIAL AND RSP SUMMER SCHOOL

1. K -1st grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 20 students for each credentialed teacher.

2. 2nd -3rd grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 20 students for each credentialed teacher.

3. 4th -5th grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 20 students for each credentialed teacher.

4. 5th -8th grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 28 students for each credentialed teacher.

   At the end of the first ten (10) instructional days, if the enrollment in a class exceeds the class size limits, the teacher(s) of that class will receive $3.87 per student per hour for each day that the enrollment exceeds the stated maximums. (See Appendix G)

   Class size limits do not apply to grant funded, or non-remedial summer school programs.

G. CLASS SIZE FOR EXTENDED SCHOOL YEAR (SPECIAL EDUCATION -SDC)

1. Pre-K SDC: 12 students enrolled with at least one aide assigned to the class

2. Elementary SDC: 16 students enrolled with at least one aide assigned to the class

3. Middle and High School SDC: 16 students enrolled with at least one aide assigned to the class

Memorandum of Understanding For "Early Release Days"

This memorandum of understanding is the resolution between the Western Placer Unified School District ("WPUSD") and the Western Placer Teachers Association ("WPTA") regarding the Early Release Days for the 2018-2019 school year. The following activities are at the District's Discretion. If implemented, both parties will adhere to the following agreement:

1. WPUSD and WPTA are committed to meeting the goals of the district LCAP and agree that as a Professional Learning Community (PLC) we can achieve these goals. A PLC collectively focuses on ensuring the learning and well-being of all students and the District LCAP goals capture our commitment to this. To achieve our LCAP goals we realize that dedicated PLC time is necessary to support the critical work we must do. Therefore, the District 2018-2019 calendar (see 2018-2019 District Calendar attached as Exhibit A) will reflect Early Release Mondays (ERM) to be utilized solely to support the work of our PLC in achieving our LCAP goals. Up to four (4) ERMs may be scheduled for cross-district articulation to support PLC work. All other ERMs will be utilized at site discretion for PLC work, which may include additional cross-district articulation days if sites deem them necessary.

2. The PLC process requires, through a continuous cycle, improvement upon:
    - Learning Environments
    - A guaranteed and viable curriculum
    - Effective First Instruction
    - Progress Monitoring
    - Intervention
    - Enrichment

    Thus, the PLC work done during Early Release Mondays will be reflective of the aforementioned areas. Administration and WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust practices that align with our belief that all kids can achieve at high levels and our commitment to ensuring all students do. It will be the responsibility of administration to support, guide, coach, and/or facilitate the PLC process to ensure focus is kept on the key area listed above and thus student achievement. Every attempt shall be made to maximize the time provided on Early Release Mondays for PLC work. This means that PLC teams should be meeting for no less than one (1) hour at the elementary and middle school levels and for no less than fifty (50) minutes at the high school level. Start times for PLC collaboration may vary from site to site and within a site. Members not in a traditional PLC based on assignment will be required to fulfill the same PLC time commitments within a flexible schedule and will notify admin.

3. Early Release Days around quarter, trimester and semester grading periods will be utilized as follows:

   a. PLCs may utilize one Early Release Monday around quarter (middle and high school) and trimester one and two (elementary) grading periods for the purpose of preparing grade reports. PLCs must work together to choose a Monday in advance and notify admin of chosen date.

   b. Early Release Days at the end of trimester one (including Monday if applicable) are for the purpose of parent conferences at the elementary and middle school levels. High school will follow a normal, full day, schedule during this time.

   c. Early Release Days at the end of semester one are for the purpose of preparing grade reports at the middle and high school levels. Elementary level will also have Early Release Days and the time will be utilized at the discretion of school sites as mutually agreed upon by unit members and site administration.

   d. Early Release Days at the end of the school year (semester two/trimester three) are for the purpose of preparing grade reports at the elementary, middle and high school levels.

4. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.

5. The Parties understand that this MOU addresses the time on Early Release Days and does not modify any current Agreement regarding the remainder of the school day. The teacher work day ends at the normal site time. (see boxed information below)
6. Both Parties acknowledge that there is a need to provide ongoing first time and refresher training for staff engaged in the PLC process as well as additional targeted training/coaching for key District and WPTA leadership so that collectively we are equipped to operate successfully as a PLC. Consequently, The District is committed to allocating resources to support ongoing training/coaching.

7. To assist in the implementation of the PLC proves and this MOU, WPUSD and WPTA

8. This agreement will be reviewed by both parties during the 2018-2019 school year.

Dated: 4/6/18

For the District:

Gabriel Simon, Assistant Superintendent
of Personnel Services

Dated: 4/6/18

For WPTA:

Mike Agrippino, Chief Negotiator

MEMORANDIUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
And the
WESTERN PLACER TEACHERS ASSOCIATION
2018-2019 School Year

INTRODUCTION

During the 2017-2018 school year the representatives of Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") met to negotiate numerous items including Article VII Leaves, focusing on section G, Association Leave. As a result of said negotiations, the Parties hereby agree to the following terms for the 2018-2019 school year, which is a Memorandum of Understanding renewable by mutual agreement.

1. The language in section (G) of Article VIII LEAVES shall be modified as follows when this MOU is in effect:

   The Association may take up to 20 days of paid leave per school year for local, state, or national conferences or for conducting other business pertinent to Association affairs. Unit members using these days are at the discretion of the WPTA. The Chief Negotiator may take six (6) additional days leave not included in the twenty day limit for conducting other business pertinent to Association affairs. This Association leave taken by the Chief Negotiator will not be included in the twenty day limit. The Association shall be charged a fee not to exceed the actual cost of the substitute.

   The District will release the president of the Association from his/her teaching duties to conduct Association business for a minimum period of 12.5% and a maximum of 20% of his/her contract year (For secondary teachers, not more than the equivalent of one teaching period of release time will be granted. At the elementary level, no more than one-half of one day per week will be granted). The Association will reimburse the district 100% of the actual costs of salary plus benefits and statutory costs for the portion of the contract used for the Association president's release time. During this leave, the president of the Association will continue to be compensated by the district and will retain all rights and benefits as though in regular service. The Association president will fulfill all school/district assignments and responsibilities. The scheduling of the leave shall be based on the needs of the district. The President will check in at the school sites. If the President intends to visit classrooms during instructional time, he/she will notify site administration.

2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

3. This MOU shall be governed by and controlled in accordance with the laws of the State of

California.

4. The MOU is contingent and shall become effective upon approval by the Western Placer Teacher's Association as evidenced by the signature of the WPTA and WPUSD designees below.

Dated: 4/23/18
For the District:

Gabe Simon, Ed.D., Assistant Superintendent of

Dated: 4/23/18
For W.P.T.A

Mike Agrippino
Mike Agripping, Chief Negotiator

WESTERN PLACER UNIFIED SCHOOL DISTRICT
2017/2018 CERTIFICATED SALARY SCHEDULE

STEP	A AB + 0	B AB + 15	C Credential OR AB + 30	D AB + 45 MA + 0	E AB + 60 MA + 15	F AB + 75 MA + 30	STEP
1	37,893	41,132	47,245	48,137	50,977	53,318	1
2			48,898	49,942	52,890	55,451	2
3			50,610	51,815	54,873	57,668	3
4			52,381	53,758	56,931	59,976	4
5				55,774	59,065	62,374	5
6				57,866	61,281	64,869	6
7				60,035	63,578	67,464	7
8				62,287	65,963	70,163	8
9					68,436	72,969	9
10					71,003	75,887	10
11						78,923	11
12						82,081	12
13						82,984	13
14						83,896	14
15						84,819	15
16						85,752	16
17						86,696	17
18						87,649	18
19						88,613	19
20						89,588	20
21						90,574	21
22						91,570	22
23						92,577	23
24						93,595	24

MASTER STIPEND IS 2.5% OF F-1 1,333

ASSIGNMENT - HOURLY

F-1 Placement, Daily Rate = $289.77

$289.77 daily rate divided by 7.5 hours = $38.64 hourly rate.

*2012-2013 Salary Schedule reflects 6 furlough days per MOU dated February 28, 2012

*2013-2014 Salary Schedule reflects 1 furlough day per MOU dated May 10, 2013

*2014-2015 Salary Schedule reflects 3.75% increase w/retro back to March 1, 2015

*2015-2016 Salary Schedule reflects 4% increase w/retro back to January 1, 2016

*2016-17 Off Salary Schedule Payment of 1.5% w/retro back to July 1, 2016

*2017-18 Salary Schedule reflects an adjustment to cells F13 through F24 equal to .53% and a 1% increase on the Salary Schedule effective July 1, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
2017/2018 COUNSELOR SALARY SCHEDULE

STEP	A AB + 0	B AB + 15	C Credential OR AB + 30	D AB + 45 MA + 0	E AB + 60 MA + 15	F AB + 75 MA + 30	STEP
1	41,682	45,247	51,969	52,949	56,074	58,650	1
2			53,788	54,935	58,178	60,996	2
3			55,671	56,995	60,361	63,436	3
4			57,619	59,133	62,624	65,972	4
5				64,351	64,971	68,612	5
6				63,651	67,408	71,355	6
7				66,038	69,936	74,211	7
8				68,515	72,559	77,180	8
9					75,279	80,267	9
10					78,103	83,477	10
11						86,816	11
12						90,288	12
13						91,282	13
14						92,286	14
15						93,301	15
16						94,327	16
17						95,366	17
18						96,414	18
19						97,474	19
20						98,547	20
21						99,631	21
22						100,727	22
23						101,835	23
24						102,955	24

Counselors will be placed at no less than Column F Step 1 on the certificated salary schedule based on years of service credit.

For a counselor to be placed on steps F11-F24 he or she must meet Column F unit requirements

MASTER STIPEND IS 2.5% OF F-1 1,333

ASSIGNMENT - HOURLY

F-1 Placement, Daily Rate = $289.77

$289.77 daily rate divided by 7.5 hours = $38.64 hourly rate.

*2012-2013 Salary Schedule reflects 6 furlough days per MOU dated February 28, 2012

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*2016-17 Off Salary Schedule Payment of 1.5% w/retro back to July 1, 2016

*2017-18 Salary Schedule reflects an adjustment to cells F13 through F24 equal to .53% and a 1% increase on the Salary Schedule effective July 1, 2017

APPENDIX B

SPECIAL ASSIGNMENT SALARY SCHEDULE

ASSIGNMENTS	PERCENTAGE
A. YEARLY: ALL SITES (D1)	
Site Tech Trainer	5.0%
Teacher in charge when serving as site administrator	$100/day
B. YEARLY: HIGH SCHOOL (D1)	
Agriculture Instructor (not less than 40 additional days during the fiscal year) (limited to 3 stipends)	20%
Activities Director, High School	8.5%
Activities Director, High School	8.5%
Yearbook Advisor, High School	6.5%
Drama, High School	6.5%
Band Director, High School	8.5%
Choir Director, High School	5.5%
Exhibition/Marching Assistant	6.0%
Marching Technician	$500
Academic Decathlon Advisor	4.2%
Competitive Dance Team (site funded)	**6.5%**
C. YEARLY: Middle School (C1)	
Activities Director, Middle School	6.5%
Athletic Director, Middle School	6.5%
Yearbook Advisor, Middle School	6.5%
Drama, Middle School	6.5%
Music Director, Middle School	4.2%
Middle School Environmental Camp	3.0%
D. YEARLY: ELEMENTARY (C1)	
Elementary Assessment Assistant for school of 400 ADA or more	3.0%
Yearbook Advisor, Elementary School	1.0%
E. SEASONAL: HIGH SCHOOL (D1)	
Football:	
Head Coach	8.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%

Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Basketball:	
Boys Head Coach	8.5%
Boys J.V.	6.5%
Boys Freshman	5.5%
Boys Assistant	5.5%
Girls Head Coach	8.5%
Girls J.V.	6.5%
Girls Freshman	5.5%
Girls Assistant	5.5%
Baseball:	
Head Coach	7.2%
J.V.	6.5%
Freshman/Assistant	5.5%
Softball:	
Head Coach	7.2%
J.V.	6.5%
Freshman/Assistant	5.5%
Track:	
Head Coach	7.2%
Assistant	5.5%
Assistant	5.5%
Assistant	5.5%
Wrestling:	
Head Coach	8.5%
Assistant	6.5%
Assistant/Girls Coach	6.5%
Cross Country:	
Head Coach	7.2%
Assistant	5.5%
Soccer:	
Boys Head Coach	7.2%
Boys J.V.	5.5%
Girls Head Coach	7.2%
Girls J.V.	5.5%
Tennis:	
Boys Head Coach	7.2%

Girls Head Coach	7.2%
Golf:	
Boys Head Coach	5.5%
Girls Head Coach	5.5%
Volleyball:	
Girls Head Coach	7.2%
Girls J.V.	6.5%
Girls Freshman	5.5%
Boys Head Coach	7.2%
Boys J.V.	6.5%
Swimming:	
Head Coach	7.2%
Assistant	5.5%
Cheerleading:	
Head Coach	8.5%

For High School varsity sports only, there is a $100 per week additional stipend for each additional week the sport continues in the playoffs.

F. SEASONAL – MIDDLE SCHOOL (C1)

Basketball:	
7th Grade Boys	5.5%
8th Grade Boys	5.5%
7th Grade Girls	5.5%
8th Grade Girls	5.5%
Wrestling:	
7th Grade ~~Boys~~	4.2%
8th Grade ~~Boys~~	4.2%
Softball:	
7th Grade Girls	4.2%
8th Grade Girls	4.2%
Track:	
6/7/8th Grade Boys	4.2%
6/7/8th Grade Girls	4.2%
Volleyball:	
7th Grade Girls	4.2%
8th Grade Girls	4.2%
7th Grade Boys	4.2%
8th Grade Boys	4.2%

Flag Football:	
7th Grade Boys	5.5%
8th Grade Boys	5.5%
Roller Hockey	2%
Cross Country **(2 Coaches)**	4.2%

G. HOURLY (C1)

The regular rate of pay per hour, or ¼ fraction thereof, shall be based on F.1 of the Certificated Salary Schedule which is Appendix A (i.e., F.1 divided by 183 days divided by 7.5 hours)

H. SITE FUNDED OPTIONAL NEGOTIATED STIPENDS (C1)

Elementary Assessment Assistant for schools less than 400 ADA	1.1%
Elementary Student Body Advisor	1.4%
Elementary Student Study Teach Coordinator/Facilitator for schools of 400 ADA or more	4.2%
Elementary Student Study Teach Coordinator/Facilitator for schools of less than 400 ADA	2.8%
Middle School Curriculum Lead Teachers	2.8%
High School Department Chairs	2.8%

CERTIFICATED STAFFING ASSIGNMENT NOTICE

To: _____

School: _____

Your assignment for the 2018-2019 school year will be:

☐ Check here if categorically funded.
Funding source: _____

Primary Information:

☐ K – 5 Grade level: _____ and work location: _____

☐ 6 – 8 Subject taught: _____ and work location: _____

☐ 9 - 12 Subject taught: _____ and work location: _____

☐ K - 12 RSP/Speech: Grade levels: _____, subject taught:_____
_____and work location: _____ for 80% of assignment

☐ K - 12 Itinerate: Grade levels: _____, subject taught:_____
_____and work location: _____ for 80% of assignment

☐ K – 12 Nurse: District-wide

Additional Information:

☐ 6 – 8 Grade Level: _____

☐ 9 - 12 Specific Course Title(s): _____

☐ K -12 RSP/Speech – Other Work Locations: _____

☐ K -12 Itinerate – Other Work Locations: _____

_____	_____	_____	_____
Teacher Signature	Date	Principal/Admin Signature	Date

Your signature means the following:

1. Your assignment for the 2018-2019 School year will be described as above.
2. The school district must be informed by June 30, 2018 of a change in your employment status or effective July 1, 2087, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2018-2019 school year (Ed Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

Cc: Teacher, Principal, Assistant Superintendent of Personnel Services

Appendix J

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
And the
WESTERN PLACER TEACHER'S ASSOCIATION
January 26, 2018

WHEREAS, The Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") mutually desire to honor the existing tenants of Article X in the staffing process for the 2017-2018 school year and both Parties also desire to complete the staffing process in an expeditious manner in order to afford the District the best and earliest opportunity to search for and hire new teachers;

NOW, THEREFORE WPUSD AND WPTA AGREE AS FOLLOWS:

1. On March 16, 19, and 20, 2018, site reassignments will take place which may include up to two rounds per day of site postings. On or before April 6, 2018, the District will send out a list of the known current vacancies which will be available during Reassignment/Transfer Round 1 at the Assignment Fair (April 10, 2018). On April 10, 2018, the District and WPTA will host an Assignment Fair at which WPTA unit members will be able to submit their interest for reassignments and transfers to any vacant or previously not posted/routed positions in lieu of the traditional site and district posting/routing procedures that have been used in the past and as are spelled out in the CBA. Attendance at the April 10, 2018 Assignment Fair is completely voluntary and employees attending the Assignment Fair will not be compensated for attendance to the extent the event goes beyond the contracted work day.

    a. At the Assignment Fair on April 10, 2018, both the District and WPTA will have a designated representative on hand to ensure that the spirit of this MOU is being complied with and who can make determinations for each respective party as to any questions or procedural issues that may arise. In the event the WPUSD and WPTA representatives cannot come to agreement on any issue presenting itself during the Assignment Fair, the Assignment Fair will cease and the CBA, Board Policy, and Law will provide the method for proceeding for all remaining reassignments and transfers required.

    b. At the Assignment Fair on April 10, 2018, each of the rounds will be Reassignment/Transfer Round(s). Employees looking for a change in assignment either at their current site or at a different site should be prepared to interview on the spot with site principals and/or other available staff where appropriate. Unit members should also bring with them any documents that verify credentials if they intend to put in for any position outside of the credential they are currently teaching under.

c. In the event a unit member who wishes to put in for a reassignment or transfer is unable to attend on April 10, 2018, the unit member may designate another WPTA unit member to act as a proxy, and said proxy may put in for reassignments and transfer opportunities on behalf of the unit member who has given them the appropriate authority. In order to designate a proxy both the unit member seeking to change assignment and the unit member acting as a proxy must sign the Assignment Proxy Form attached as Exhibit A. Decisions made by the proxy designee regarding assignment are binding in the same manner as if they were made by the unit member seeking a change in assignment.

d. Due to the unique circumstances regarding the assignment process for the 2017-2018 school year both WPTA and WPUSD agree that the assignment, reassignment and transfer process taking place at the Assignment Fair on April 10, 2018 shall not be subject to the grievance procedures established in the CBA between WPTA and WPUSD.

2. This agreement establishes no past practice or precedent between the parties and shall not alter the terms of the current Collective Bargaining Agreement except as expressly stated above.

3. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

4. This MOU shall be governed by and controlled in accordance with the laws of the State of California.

5. The MOU shall become effective upon approval by Western Placer Teachers Association and Western Placer Unified School District as evidenced by the signature of the WPTA and WPUSD designees below.

Dated: 1/26/18

For the District:

Gabe Simon, Ed.D. Assistant Superintendent of Personnel Services

Dated: 1/26/18

For WPTA

Mike Agrippino

Mike Agrippino, Chief Negotiator

PLACER COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

CERTIFICATION

This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure and by the Board President upon formal board action on the proposed agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Western Placer Unified School District (District), hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and the WPTA Bargaining Unit, during the term of the agreement from 07/01/2017 to 06/30/2018.

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Current Year Budget Adjustments	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	$ 0
Expenditures/Other Financing Uses	$ 0
Change to Ending Fund Balance	$ 0

Certifications (check one & sign)

__X__ I hereby certify ____ I am unable to certify

	6/5/2018
District Superintendent Signature	**Date**

__X__ I hereby certify ____ I am unable to certify

	6/5/2018
Chief Business Official Signature	**Date**

After public disclosure of the major provisions contained in this document, the Governing Board at its meeting on 06/05/2018, took action to approve the proposed Agreement with the WPTA Bargaining Unit.

	6/5/2018
President, Governing Board Signature	**Date**

Special Note: The Placer County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

PLACER COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

LEA Name: Western Placer Unified School District

Name of Bargaining Unit: WPTA

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: **7/1/2017** (mm/dd/yyyy) **and ending:** **6/30/2018** (mm/dd/yyyy)

The Governing Board will act upon this agreement on: **6/5/2018** (mm/dd/yyyy)

Proposed Change in Compensation	Fiscal Impact of Proposed Agreement		
	FY 2017/18	FY 2018/19	FY 2019/20
Salary Schedule Change (include step and column movement)	-	5,695	5,695
Other Compensation - Identify:	-	-	-
Statutory Benefits - STRS, PERS, FICA, Medicare, WC UI, etc.	-	-	-
Health and Welfare Benefits	-	13,168	16,945
Total Proposed Change in Compensation Costs	**$ -**	**$ 18,863**	**$ 22,640**
Total Number of FTE	339	341	343
Average Cost per Employee	-	55	66

Costs Already Included in Board Approved Budget Ref. Supplemental Information #8	-	-	-
Net Change to Budget	**$ -**	**$ 18,863**	**$ 22,640**

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GENERAL FUND 01	Current Year	1st Subsequent Year	2nd Subsequent Year
COMBINED	FY 2017/18	FY 2018/19	FY 2019/20
Latest Board Approved Budget Before Settlement, Date:		***03/20/2018***	
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	69,748,040	73,139,348	73,062,216
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	76,349,503	73,432,183	73,440,277
Increase (Decrease) In Fund Balance	(6,601,463)	(292,835)	(378,061)
Other Revisions, As Of Date:		***01/00/1900***	
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	-	-	-
Increase (Decrease) In Fund Balance	-	-	-
Adjustment For Settlement			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	-	-	-
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-9999)	-	18,863	22,640
Increase (Decrease) In Fund Balance	-	(18,863)	(22,640)
Total Revised Budget			
Total Revenues, Including Transfers In, Other Sources In, & Contributions (Objects 8000-8999)	69,748,040	73,139,348	73,062,216
Total Expenses, Including Transfers Out, Other Uses (Objects 1000-7999)	76,349,503	73,451,046	73,462,917
Fund Balance			
Beginning Fund Balance	10,341,348	3,739,885	3,428,187
Total Increase (Decrease) In Fund Balance	(6,601,463)	(311,698)	(400,701)
Projected Ending Fund Balance	3,739,885	3,428,187	3,027,486
Components of Ending Fund Balance			
Restricted	249,422	249,422	251,627
Committed	-	-	-
Assignments:	-	54,459	224,825
DM Reserve & Suppl Reserve 18/19 & 19/20	140,936	140,936	140,936
Charter Oversight Reserve	93,812	93,812	93,812
Reserve For Economic Uncertainty	2,290,485	2,202,965	2,203,208
Unassigned Balance (must be positive number)	965,230	686,593	113,078
% Available for Economic Uncertainty	**4.26%**	**3.93%**	**3.15%**

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1 What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Tentative Agreement Covering FY 2017-18: Articles VIV - Employee benefits included change to Retiree Benefits of District contribution increased to Retiree only Kaiser,dental and vision versus current language of employee Kaiser,dental and vision with a CAP of $1,201.99 per year. Fiscal Impact shown with average of 9 retriees per year. Appendix B - Special Assignment Salary Schedule - added Competitive Dance Stipend (no cost to GF as site funded), Additional Head Coach Tennis stipend added and Asst.Coach stipend removed, second middle school Cross Country Coach stipend added. All costs included in disclosures. All items effective in 2018/19 fiscal year.

2 Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

3 Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes [X] No [ ]

If yes, please describe the cap amount.

N/A

4 Describe other proposed non-compensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Articles II, IV, VI, VII,IX,X,XII, XV, XVIII, XXIII, updated that do not impact budget and no monetary value. Article XIX removed as mentor teacher program no longer a state program.

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5 What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

6 What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None

7 Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

8 Describe any costs that were previously included at budget adoption or subsequent board approved revision, that will be implemented by the proposed agreement.

N/A

9 Identify the source of funding for the proposed agreement in the current and each of the two subsequent years.

General Fund Unrestricted & Site Funded

PLACER COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE

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10 If amounts are entered in the "Other Revisions" on the MYP forms please provide brief description.

N/A

11 Will this agreement create, or decrease the LEA's budget deficit in the current or subsequent year(s)? "Budget Deficit" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Although the additional on-going settlement costs of $15,199 will increase the 17/18 Second Interim projected deficit spending, the MYP shows that the Dsitrict can support the additional expenses.

12 Will the LEA be able to maintain it's Reserve for Economic Uncertainty in the current and two subsequent fiscal years? If not, explain justification for approving proposed agreement.

Yes - the district will maintain the REU for the current year and two subsequent fiscal years.

13 Please provide any additional comments and explanations that are necessary to understand the impact of the proposed agreement not already addressed above.

The district will use all available one-time funding resources, if necessary, to address any future projected budget reductions and will continue to maintain the required 3% REU.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Contract Extension for
Director of Technology and Director of Facilties

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY: GS
Gabe Simon, Ed.D.
Assistant Superintendent of Personnel Services

ENCLOSURES:
N/A

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 5, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District's Director of Technology is Tsugufumi Furuyama. His current contract expires on June 30, 2018. The Director of Facilities is Stanley Brandl and Mr. Brandl's contract also expires on June 30, 2018.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the extension for the Director of Technology and Director of Facilities' contracts to June 30, 2019.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

2018-19 Budget Assumptions and Proposed Budget for General Fund and Other Funds

AGENDA ITEM AREA:

Information

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund / Other Funds

MEETING DATE:

June 5, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

District staff has prepared the 2018-19 Proposed Budget documents for Board adoption at the June 19, 2018, Board of Trustees meeting. The most recent State's May Revision Budget proposals are reflected in our 2018-19 budget assumptions along with multi-year projections. Enclosed are the 2018-19 Budget Assumptions and Proposed Budget for the General Fund and Other Funds for Board review and input.

RECOMMENDATION:

Board of Trustees review the 2018-19 Budget Assumptions and Proposed Budget for the General Fund and Other Funds and provide input.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall adopt the budget for the subsequent fiscal year. The 2018-19 budget will be presented to the Board of Trustees for approval on June 19, 2018.

The 2018-19 budget assumptions are used to prepare the 2018-19 Budget and multi-year projections for 2019-20 and 2021-21 fiscal years. The multi-year projections provide a view of the current year (2018-19) budget and the next two years' budget plan (2019-20 and 2020-21). They are built with assumptions provided by PCOE Common Message, School Services of California, the State Dept. of Finance (DOF), FCMAT LCFF Calculator, federal funding projections and district trends and data. Property taxes, state allocations, LCFF Funding estimates, new legislature, federal funding and budget projections, and ballot measures can all have a significant impact on revenue assumptions. The budget also reflects the most recent State's 2018-19 May Revise proposals.

GENERAL FUND BUDGET ASSUMPTIONS:

The following budget assumptions will be used for the 2018-19 Proposed Budget:

REVENUES AND EXPENDITURES:

REVENUE					
Enrollment	**6,960**	**7,030**	**7,100**	**7,171**	**Based on 17/18 Actual CALPADS Enrollment and Projections**
ADA Yield	**95.8%**	**95.8%**	**95.8%**	**95.8%**	**Based on Historical Rates**
ADA	**6,686**	**6,753**	**6,821**	**6,889**	**Enrollment X ADA Yield**
% Increase (Decrease) Enrollment	**0.1%**	**1.0%**	**1.0%**	**1.0%**	**Based on Historical Rates**
# Increase (Decrease) Enrollment	**82**	**70**	**70**	**71**	
Statutory COLA %	**1.56%**	**2.71%**	**2.57%**	**2.67%**	**Per PCOE Common Message**
LCFF Entitlement Factors:					
Base Grant - Grades K-3	**$7,193**	**$7,409**	**$7,552**	**$7,763**	**Per LCFF Calculator**
Base Grant - Grades 4-6	**$7,301**	**$7,520**	**$7,664**	**$7,879**	**Per LCFF Calculator**
Base Grant - Grades 7-8	**$7,518**	**$7,744**	**$7,893**	**$8,114**	**Per LCFF Calculator**
Base Grant - Grades 9-12	**$8,712**	**$8,973**	**$9,146**	**$9,402**	**Per LCFF Calculator**
Grade Span Funding (K-3 CSR & 9-12)	**$748**	**$771**	**$785**	**$807**	**Per LCFF Calculator**
Supplemental Grants (% Adj. Base)	**20%**	**20%**	**20%**	**20%**	**Per LCFF Calculator**
Concentration Grants	**50%**	**50%**	**50%**	**50%**	**Per LCFF Calculator**
Concentration Grant Threshold	**55%**	**55%**	**55%**	**55%**	**Per LCFF Calculator**
LCFF Gap Closed Percentage	**45.17%**	**100.00%**	**100.00%**	**100.00%**	**Per LCFF Calculator**
LCFF Entitlement per ADA (Inc Supp $)	**8,333**	**8,795**	**9,007**	**9,007**	**Per LCFF Calculator**
LCFF Funding - Base	**52,486,988**	**56,066,633**	**58,067,724**	**60,203,124**	**Per LCFF Calculator**
Property Tax change	**3.92%**	**3.00%**	**3.00%**	**3.00%**	**County Taxes Report/3-Yr Ave.**
Est. Property Taxes	**46,962,900**	**48,371,787**	**49,822,941**	**51,317,629**	**Actuals/3-Yr Average**
LCFF Supplemental Funds	**3,279,771**	**3,731,847**	**3,872,807**	**3,977,785**	**Per LCFF Calculator**
Federal Revenue	**0%**	**0%**	**0%**	**0%**	**Per PCOE Common Message**
Categorical COLA	**1.56%**	**2.71%**	**2.57%**	**2.67%**	**Per PCOE Common Message**
Transfers In	**2,829**	**2,829**	**152,829**	**2,829**	**$150K 18-19 From Fund 17 Wetlands**
Lottery Unrestricted/ADA	**$146.00**	**$146.00**	**$146.00**	**$146.00**	**Per PCOE Common Message**
Lottery Restricted/ADA	**$48.00**	**$48.00**	**$48.00**	**$48.00**	**Per PCOE Common Message**

	17/18 Estimated Actuals	18/19 Preliminary Budget	19/20 Projection	20/21 Projection	
EXPENDITURES					
Certificated New Positions - FTE	3.5	2.1	2.0	2.0	Based on Enrollment & Program Projections
Estimated Retirements - FTE	3.6	8.0	0.0	0.0	Based on Notifications
Reductions in Staffing - FTE - Temp Cert	0.85	0.0	0.0	0.0	Categorically Funded - Title I
Staffing Ratios:					
TK/Kindergarten	25:1	25:1	25:1	25:1	Per Contract - District-wide
1-3	25:1	25:1	25:1	25:1	Per Contract - District-wide
4-5	31:1	31:1	31:1	31:1	Per Contract
6-8	32:1	32:1	32:1	32:1	Per Contract
9-12	36:1	36:1	36:1	36:1	Per Contract
Certificated Step/Column	2.00%	2.00%	2.00%	2.00%	
Classified New Positions - FTE	2.9	0.0	0.0	0.0	New 18-22 Transition Program
Estimated Retirements - FTE	1.0	0.0	0.0	0.0	
Reductions in Staffing - FTE	0.94	0.0	0.0	0.0	Categorically Funded - Title I
Classified Step/Column	1.10%	1.10%	1.10%	1.10%	
Health Benefits	0.0%	0.0%	0.0%	0.0%	Contribution Capped
CalPERS Employer Rate	15.531%	18.062%	20.80%	23.50%	Per PCOE Common Message
CalSTRS Employer Rate	14.43%	16.28%	18.13%	19.10%	Per PCOE Common Message
Budget Reductions	-	-	-	-	
Transfers Out	173,360	23,360	23,360	23,360	$150K 17-18 To Fund 17 Wetlands
Designated for Economic Uncertainty	3%	3%	3%	3%	
Deferred Maintenance Reserve	140,936	-	-	-	Reserved for Roofing Needs
Site Allocations:					
Elementary	$ 47.00	$ 47.00	$ 47.00	$ 47.00	
Middle School	$ 58.50	$ 58.50	$ 58.50	$ 58.50	
High School	$ 83.75	$ 83.75	$ 83.75	$ 83.75	
Lottery per teacher	$ 500.00	$ 500.00	$ 500.00	$ 500.00	Per Contract

The 2018-19 Proposed Budget also includes the LCFF Supplemental Funds budget that has been reviewed by the District LCAP Committee. Negotiations for salary and benefits are completed for the 2017-18 school year with all bargaining units, management, contract and confidential employees by the end of the fiscal year and are included in the 2017-18 Estimated Actuals Budget and 2018-19 Proposed Budget.

GOVERNOR'S MAY BUDGET REVISION

Local Control Funding Formula

The Governor's 2018-19 May Revision continues the Governor's intent of fully funding the LCFF in the 2018-19 budget year. The additional funding includes the increased COLA as well as provides a modest augmentation to the formula. The target base grants by grade span for 2018-19 increase by the combined statutory COLA of 2.71% and additional LCFF funding for a total increase of 3.00%. As the Governor has proposed to fully-fund the LCFF program in 2018-19, any future increases from the State would be in a COLA.

The table below shows the state funded COLA and Gap funding percentages for the eight-year LCFF Funding cycle.

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
COLA	1.02%	0.00%	1.56%	3.00%	2.57%	2.67%
GAP Funding rate	52.56%	56.08%	45.17%	100.00%	100.00%	100.00%

One-Time Funding

The Governor has proposed more than $2 billion in unrestricted one-time per ADA discretionary funds in the May Revise budget, from $95 to $344 per ADA .

Other State Programs

The Governor's May Revision proposal includes a cost-of-living adjustment (COLA) of 2.71% for the 2018-19 fiscal year, a slight increase from the 2.51% estimated in January. Programs outside the LCFF, including Special Education and Child Nutrition will receive the statutory COLA of 2.71%.

CalSTRS and CalPERS Employer Contributions

STRS employer rates increased to 14.43% in 2017-18, up from 12.58% in 2016-17, while Cal PERS increased from 13.888% to 15.53%. No specific state funds are provided for these cost increases. CalPERS is not subject to state law and the CalPERS Board can change rates as needed.

Adopted/projected CalPERS rates are as follows:

	PERS Adopted	**PERS Projected**			
Fiscal Year	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**2021-22**
Employer Rate	15.53%	**18.06%**	20.8%	23.5%	24.6%

Under current law, once the legislated rates through 2020-21 are achieved, CalSTRS will have the authority to marginally increase or decrease the employer contribution rate. Statutory CalSTRS rates are below:

STRS Rates Per Legislation				
Fiscal Year	**2017-18**	**2018-19**	**2019-20**	**2020-21**
STRS Employer Rate	14.43%	**16.28%**	18.13%	19.10%

Fund Balance Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum Reserve Standard for Economic Uncertainties for each fiscal year identified in the budget. Below are the details of those unassigned funds that are reserved for specific district needs:

	2017-18 Estimated Actuals	2018-19 Peliminary Budget
Components		
a) Nonspendable		
Revolving Cash	5,000	5,000
Prepaid Expenditures	33,016	-
b) Restricted - Federal/State.Local Programs	319,464	495,964
c) Committed		
Other Commitments	-	-
d) Assigned		
Other Assignments	-	-
e) Unassigned/unappropriated		
Reserve for Economic Uncertainty - 3%	2,310,764	2,253,307
Reserve for Charter Technical Assistance	93,812	93,812
Unassigned/Unappropriated	**914,243**	**752,294**

2018-19 Proposed Budget for the General Fund and Other Funds

The 2018-19 Proposed Budget for the General Fund and Other Funds are presented in the following pages and display the 2017-18 Estimated Actuals Budget as well as the 2018-19 Proposed Budget.

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
General Fund Unrestricted and Restricted (01)

			2017-18 Estimated Actuals			2018-19 Budget			
			(A)	(B)	(C) = (A) + (B)	(D)	(E)	(F) = (D) + (E)	% Diff
A	REVENUES	Object	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	C & F
	1 LCFF Sources	8010-8099	55,766,760	924,605	56,691,365	59,798,480	985,440	60,783,920	7.2%
	2 Federal Revenue	8100-8299	2,394	2,456,725	2,459,119	-	2,273,363	2,273,363	-7.6%
	3 Other State Revenue	8300-8599	2,201,708	4,159,647	6,361,355	3,541,537	4,179,496	7,721,033	21.4%
	4 Other Local Revenue	8600-8799	1,808,830	3,039,747	4,848,577	1,446,000	2,659,989	4,105,989	-15.3%
	5 TOTAL REVENUES		**59,779,692**	**10,580,724**	**70,360,416**	**64,786,017**	**10,098,288**	**74,884,305**	**6.4%**
B	**EXPENDITURES**								
	1 Certificated salaries	1000-1999	26,741,516	5,210,799	31,952,315	27,259,170	5,063,759	32,322,929	1.2%
	2 Classified salaries	2000-2999	5,980,212	3,315,995	9,296,207	5,874,197	3,457,579	9,331,776	0.4%
	3 Employee Benefits	3000-3999	11,589,288	5,611,425	17,200,713	12,408,611	6,189,082	18,597,693	8.1%
	4 Books & Supplies	4000-4999	5,570,323	1,591,799	7,162,122	4,293,374	1,171,925	5,465,299	-23.7%
	Services & Other								
	5 Operating Expenditures	5000-5999	5,490,574	3,062,632	8,553,206	4,743,651	2,156,205	6,899,856	-19.3%
	6 Capital Outlay	6000-6999	108,500	542,645	651,145	110,000	220,000	330,000	-49.3%
		7100-7299							
	7 Other Outgo	7400-7499	297,406	1,742,220	2,039,626	225,075	1,918,108	2,143,183	5.1%
	8 Indirect Costs	7300-7399	(896,858)	893,629	(3,229)	(853,024)	849,155	(3,869)	19.8%
	9 TOTAL EXPENDITURES		**54,880,961**	**21,971,144**	**76,852,105**	**54,061,054**	**21,025,813**	**75,086,867**	**-2.3%**
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		4,898,731	(11,390,420)	(6,491,689)	10,724,963	(10,927,525)	(202,562)	-96.9%
D	1 Interfund Transfers								
	a) Transfers In	8900-8929			-	150,000		150,000	0.0%
	b) Transfers out	7600-7629	173,360		173,360	23,360		23,360	-86.5%
	2 Other Sources/Uses								
	a) Sources	8930-8979			-			-	0.0%
	b) Uses	7630-7699			-			-	0.0%
	3 Contributions	8980-8999	(10,551,193)	10,551,193	-	(11,087,525)	11,087,525	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		(10,724,553)	10,551,193	(173,360)	(10,960,885)	11,087,525	126,640	-173.1%
E	**NET INCREASE (DECREASE) IN FUND BALANCE**		**(5,825,822)**	**(839,227)**	**(6,665,049)**	**(235,922)**	**160,000**	**(75,922)**	**-98.9%**
F	**FUND BALANCE, RESERVES**								
	1 Beginning Fund Balance								
	a) As of July 1 - Unaudited	**9791**	**9,166,157**	**1,175,191**	**10,341,348**	**3,340,335**	**335,964**	**3,676,299**	**-64.5%**
	b) Audit Adjustments	9793	-	-	-	-	-	-	0.0%
	c) As of July 1 - Audited		9,166,157	1,175,191	10,341,348	3,340,335	335,964	3,676,299	-64.5%
	d) Other Restatements	9795	-	-	-	-	-	-	0.0%
	e) Adjusted Beginning Balance		9,166,157	1,175,191	10,341,348	3,340,335	335,964	3,676,299	-64.5%
	2 Ending Balance, June 30		**3,340,335**	**335,964**	**3,676,299**	**3,104,413**	**495,964**	**3,600,377**	**-2.1%**
	Components								
	a) Nonspendable								
	Revolving Cash	9711	5,000		5,000	5,000		5,000	0.0%
	Stores	9712	-	-	-	-	-	-	0.0%
	Prepaid Expenditures	9713	16,516	16,500	33,016		-	-	-100.0%
	All Others	9719	-	-	-	-	-	-	0.0%
	b) Restricted - Federal/State.Local Programs	9740		319,464	319,464		495,964	495,964	55.2%
	c) Committed								
	Stabilization Arrangements	9750	-		-	-		-	0.0%
	Other Commitments	9760	-		-	-		-	0.0%
	d) Assigned								
	Other Assignments	9780	-		-	-		-	0.0%
	e) Unassigned/unappropriated								
	Reserve for Economic Uncertainty - 3%	**9789**	**2,310,764**		**2,310,764**	**2,253,307**		**2,253,307**	**-2.5%**
	Reserve for Charter Technical Assistance	**9789**	**93,812**		**93,812**	**93,812**		**93,812**	**0.0%**
	Unassigned/Unappropriated	**9790**	**914,243**		**914,243**	**752,294**		**752,294**	**-17.7%**

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT COUNTY: PLACER COUNTY		July 1 Budget (Single Adoption) - Proposed Budget General Fund Unrestricted and Restricted (01)						
		2017-18 Estimated Actuals			2018-19 Budget			
		(A) Unrestricted	(B) Restricted	(C) = (A) + (B) Total	(D) Unrestricted	(E) Restricted	(F) = (D) + (E) Total	% Diff C & F
G ASSETS								
1 Cash								
a) in County Treasury	9110	5,500,000	154,956	5,654,956				
1) Fair value adjustment to Cash in County Treasury	9111			-				
b) in Banks	9120			-				
c) in Revolving Fund	9130	5,000		5,000				
d) with Fiscal Agent	9135			-				
e) collections awaiting deposit	9140			-				
2 Investments	9150			-				
3 Accounts Receivable	9200	1,118,819	500,000	1,618,819				
4 Due from Grantor Government	9290			-				
5 Due from Other Funds	9310	-		-				
6 Stores	9320			-				
7 Prepaid Expenditures	9330	16,516		16,516				
8 Other Current Assets	9340	-	-	-				
9 TOTAL ASSETS		6,640,335	654,956	7,295,291				
H LIABILITIES								
1 Accounts Payable	9500	3,300,000	318,992	3,618,992				
2 Due to Grantor Governments	9590			-				
3 Due to Other Funds	9610			-				
4 Current Loans	9640	-		-				
5 Deferred Revenue	9650			-				
6 TOTAL LIABILITIES		3,300,000	318,992	3,618,992				
I FUND EQUITY								
Ending Fund Balance, June 30th		3,340,335	335,964	3,676,299				

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
Adult Education Fund (11)

		Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A	REVENUES				
	1 LCFF Sources	8010-8099	-	-	0.0%
	2 Federal Revenue	8100-8299	48,322	48,322	0.0%
	3 Other State Revenue	8300-8599			0.0%
	4 Other Local Revenue	8600-8799			0.0%
	5 TOTAL REVENUES		48,322	48,322	0.0%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999			0.0%
	2 Classified salaries	2000-2999	41,861	39,465	-5.7%
	3 Employee Benefits	3000-3999	24,109	24,798	2.9%
	4 Books & Supplies	4000-4999	500	1,550	210.0%
	Services & Other				
	5 Operating Expenditures	5000-5999	1,983	2,000	0.9%
	6 Capital Outlay	6000-6999			0.0%
		7100-7299			
	7 Other Outgo	7400-7499	-	-	0.0%
	8 Indirect Costs	7300-7399	3,229	3,869	19.8%
	9 TOTAL EXPENDITURES		71,682	71,682	0.0%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(23,360)	(23,360)	0.0%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	23,360	23,360	0.0%
	b) Transfers out	7600-7629		-	0.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979		-	0.0%
	b) Uses	7630-7699		-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		23,360	23,360	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		-	-	0.0%
F	FUND BALANCE, RESERVES				
	1 Beginning Fund Balance				
	a) As of July 1 - Unaudited	9791	22,908	22,908	0.0%
	b) Audit Adjustments	9793		-	0.0%
	c) As of July 1 - Audited		22,908	22,908	0.0%
	d) Other Restatements	9795		-	0.0%
	e) Adjusted Beginning Balance		22,908	22,908	0.0%
	2 Ending Balance, June 30		22,908	22,908	0.0%
	Components				
	a) Nonspendable				
	Revolving Cash	9711	-	-	0.0%
	Stores	9712	-	-	0.0%
	Prepaid Expenditures	9713	-	-	0.0%
	All Others	9719	-	-	0.0%
	b) Restricted	9740	22,908	22,908	0.0%
	c) Committed				
	Stabilization Arrangements	9750	-	-	0.0%
	Other Commitments	9760	-	-	0.0%
	d) Assigned				
	Other Assignments	9780	-	-	0.0%
	District specific #1	9780	-	-	0.0%
	District specific #2	9780	-	-	0.0%
	e) Unassigned/unappropriated				
	Reserve for Economic Uncertainty	9789	-	-	0.0%
	Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT		July 1 Budget (Single Adoption) - Proposed Budget		
COUNTY: PLACER COUNTY		Adult Education Fund (11)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	8,586		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	14,322		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		22,908		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		22,908		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT			July 1 Budget (Single Adoption) - Proposed Budget		
COUNTY: PLACER COUNTY			Cafeteria Special Revenue Fund (13)		
A	REVENUES	Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
	1 LCFF Sources	8010-8099		-	0.0%
	2 Federal Revenue	8100-8299	1,055,000	1,055,000	0.0%
	3 Other State Revenue	8300-8599	78,000	78,000	0.0%
	4 Other Local Revenue	8600-8799	719,000	719,000	0.0%
	5 TOTAL REVENUES		1,852,000	1,852,000	0.0%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999	-	-	0.0%
	2 Classified salaries	2000-2999	784,843	797,314	1.6%
	3 Employee Benefits	3000-3999	364,178	391,208	7.4%
	4 Books & Supplies	4000-4999	658,180	633,278	-3.8%
	Services & Other				
	5 Operating Expenditures	5000-5999	36,999	30,200	-18.4%
	6 Capital Outlay	6000-6999	7,800		-100.0%
		7100-7299			
	7 Other Outgo	7400-7499			0.0%
	8 Indirect Costs	7300-7399	-	-	0.0%
	9 TOTAL EXPENDITURES		1,852,000	1,852,000	0.0%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		-	-	0.0%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	-	-	0.0%
	b) Transfers out	7600-7629	-	-	0.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979	-	-	0.0%
	b) Uses	7630-7699	-	-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		-	-	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		-	-	0.0%
F	FUND BALANCE, RESERVES				
	1 Beginning Fund Balance				
	a) As of July 1 - Unaudited	9791	16,385	16,385	0.0%
	b) Audit Adjustments	9793	-	-	0.0%
	c) As of July 1 - Audited		16,385	16,385	0.0%
	d) Other Restatements	9795	-	-	0.0%
	e) Adjusted Beginning Balance		16,385	16,385	0.0%
	2 Ending Balance, June 30		16,385	16,385	0.0%
	Components				
	a) Nonspendable				
	Revolving Cash	9711	-	-	0.0%
	Stores	9712	-	-	0.0%
	Prepaid Expenditures	9713	-	-	0.0%
	All Others	9719	-	-	0.0%
	b) Restricted	9740			0.0%
	c) Committed				
	Stabilization Arrangements	9750	-	-	0.0%
	Other Commitments	9760	-	-	0.0%
	d) Assigned				
	Other Assignments	9780	-	-	0.0%
	District specific #1	9780	-	-	0.0%
	District specific #2	9780	-	-	0.0%
	e) Unassigned/unappropriated				
	Reserve for				
	Economic Uncertainty	9789	-	-	0.0%
	Unassigned/Unappropriated	9790	16,385	16,385	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT *COUNTY: PLACER COUNTY*		July 1 Budget (Single Adoption) - Proposed Budget Cafeteria Special Revenue Fund (13)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	(259,139)		
1) Fair value adjustment to Cash in County Treasury	9111			
b) in Banks	9120			
c) in Revolving Fund	9130			
d) with Fiscal Agent	9135			
e) collections awaiting deposit	9140			
2 Investments	9150			
3 Accounts Receivable	9200	259,139		
4 Due from Grantor Government	9290			
5 Due from Other Funds	9310			
6 Stores	9320	16,385		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		16,385		
H LIABILITIES				
1 Accounts Payable	9500			
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		16,385		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT		July 1 Budget (Single Adoption)		
COUNTY: PLACER COUNTY		Special Reserve Fund for Other Than Capital Outlay Projects (17)		
A REVENUES	Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
1 LCFF Sources	8010-8099			0.0%
2 Federal Revenue	8100-8299			0.0%
3 Other State Revenue	8300-8599			0.0%
4 Other Local Revenue	8600-8799	4,500	5,000	11.1%
5 TOTAL REVENUES		4,500	5,000	11.1%
B EXPENDITURES				
1 Certificated salaries	1000-1999	-	-	0.0%
2 Classified salaries	2000-2999	-	-	0.0%
3 Employee Benefits	3000-3999	-	-	0.0%
4 Books & Supplies	4000-4999	-	-	0.0%
Services & Other				
5 Operating Expenditures	5000-5999	-	-	0.0%
6 Capital Outlay	6000-6999	-	-	0.0%
	7100-7299			
7 Other Outgo	7400-7499	-	-	0.0%
8 Indirect Costs	7300-7399	-	-	0.0%
9 TOTAL EXPENDITURES		-	-	0.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		4,500	5,000	11.1%
D 1 Interfund Transfers				
a) Transfers In	8900-8929	150,000	-	-100.0%
b) Transfers out	7600-7629	-	150,000	0.0%
2 Other Sources/Uses				0.0%
a) Sources	8930-8979	-	-	0.0%
b) Uses	7630-7699	-	-	0.0%
3 Contributions	8980-8999	-	-	0.0%
TOTAL OTHER FINANCING				
4 SOURCES/USES		150,000	(150,000)	-200.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		154,500	(145,000)	-193.9%
F FUND BALANCE, RESERVES				
1 Beginning Fund Balance				
a) As of July 1 - Unaudited	9791	364,870	519,370	42.3%
b) Audit Adjustments	9793	-	-	0.0%
c) As of July 1 - Audited		364,870	519,370	42.3%
d) Other Restatements	9795	-	-	0.0%
e) Adjusted Beginning Balance		364,870	519,370	42.3%
2 Ending Balance, June 30		519,370	374,370	-27.9%
Components				
a) Nonspendable				
Revolving Cash	9711	-	-	0.0%
Stores	9712	-	-	0.0%
Prepaid Expenditures	9713	-	-	0.0%
All Others	9719	-	-	0.0%
b) Restricted	9740	-	-	0.0%
c) Committed				
Stabilization Arrangements	9750	-	-	0.0%
Other Commitments	9760	-	-	0.0%
d) Assigned				
Other Assignments	9780	-	-	0.0%
Wetlands Mitigation	9780	519,370	374,370	-27.9%
	9780	-	-	0.0%
e) Unassigned/unappropriated				
Reserve for				
Economic Uncertainty	9789	-	-	0.0%
Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	519,370		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		519,370		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		519,370		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
Building Fund (21)

		Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A	REVENUES				
	1 LCFF Sources	8010-8099	-	-	0.0%
	2 Federal Revenue	8100-8299	-	-	0.0%
	3 Other State Revenue	8300-8599	-	-	0.0%
	4 Other Local Revenue	8600-8799	800,000	520,000	-35.0%
	5 TOTAL REVENUES		800,000	520,000	-35.0%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999	-	-	0.0%
	2 Classified salaries	2000-2999	118,679	151,840	27.9%
	3 Employee Benefits	3000-3999	52,404	68,250	30.2%
	4 Books & Supplies	4000-4999	181,600	350,000	92.7%
	Services & Other				
	5 Operating Expenditures	5000-5999	898,633	1,000	-99.9%
	6 Capital Outlay	6000-6999	34,367,042	44,191,000	28.6%
		7100-7299			
	7 Other Outgo	7400-7499			0.0%
	8 Indirect Costs	7300-7399	-	-	0.0%
	9 TOTAL EXPENDITURES		35,618,358	44,762,090	25.7%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(34,818,358)	(44,242,090)	27.1%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	-	-	0.0%
	b) Transfers out	7600-7629	-	-	0.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979		44,620,000	0.0%
	b) Uses	7630-7699	-	-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING				
	4 SOURCES/USES		-	44,620,000	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		(34,818,358)	377,910	-101.1%
F	FUND BALANCE, RESERVES				
	1 Beginning Fund Balance				
	a) As of July 1 - Unaudited	9791	64,249,575	29,431,217	-54.2%
	b) Audit Adjustments	9793	-	-	0.0%
	c) As of July 1 - Audited		64,249,575	29,431,217	-54.2%
	d) Other Restatements	9795	-	-	0.0%
	e) Adjusted Beginning Balance		64,249,575	29,431,217	-54.2%
	2 Ending Balance, June 30		29,431,217	29,809,127	1.3%
	Components				
	a) Nonspendable				
	Revolving Cash	9711	-	-	0.0%
	Stores	9712	-	-	0.0%
	Prepaid Expenditures	9713	-	-	0.0%
	All Others	9719	-	-	0.0%
	b) Restricted	9740			0.0%
	c) Committed				
	Stabilization Arrangements	9750	-	-	0.0%
	Other Commitments	9760	-	-	0.0%
	d) Assigned				
	Other Assignments	9780	-	-	0.0%
		9780	-	-	0.0%
		9780	-	-	0.0%
	e) Unassigned/unappropriated				
	Reserve for				
	Economic Uncertainty	9789	-	-	0.0%
	Unassigned/Unappropriated	9790	29,431,217	29,809,127	1.3%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT *COUNTY: PLACER COUNTY*		July 1 Budget (Single Adoption) - Proposed Budget Building Fund (21)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	29,431,217		
1) Fair value adjustment to Cash in County Treasury	9111			
b) in Banks	9120			
c) in Revolving Fund	9130			
d) with Fiscal Agent	9135			
e) collections awaiting deposit	9140			
2 Investments	9150			
3 Accounts Receivable	9200			
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		29,431,217		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		29,431,217		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
Developer Fees Fund (25)

		Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A	REVENUES				
	1 LCFF Sources	8010-8099	-	-	0.0%
	2 Federal Revenue	8100-8299	-	-	0.0%
	3 Other State Revenue	8300-8599	-	-	0.0%
	4 Other Local Revenue	8600-8799	666,000	512,000	-23.1%
	5 TOTAL REVENUES		666,000	512,000	-23.1%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999	-	-	0.0%
	2 Classified salaries	2000-2999	181,732	184,110	1.3%
	3 Employee Benefits	3000-3999	66,902	72,803	8.8%
	4 Books & Supplies	4000-4999	5,679	1,000	-82.4%
	Services & Other				
	5 Operating Expenditures	5000-5999	24,503	62,500	155.1%
	6 Capital Outlay	6000-6999	110,740	301,724	172.5%
		7100-7299			
	7 Other Outgo	7400-7499	-	-	0.0%
	8 Indirect Costs	7300-7399	-	-	0.0%
	9 TOTAL EXPENDITURES		389,556	622,137	59.7%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		276,444	(110,137)	-139.8%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	-	-	0.0%
	b) Transfers out	7600-7629	600,000	300,000	-50.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979	-	-	0.0%
	b) Uses	7630-7699	-	-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		(600,000)	(300,000)	-50.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		(323,556)	(410,137)	26.8%
F	FUND BALANCE, RESERVES				
	1 Beginning Fund Balance				
	a) As of July 1 - Unaudited	9791	894,423	570,867	-36.2%
	b) Audit Adjustments	9793	-	-	0.0%
	c) As of July 1 - Audited		894,423	570,867	-36.2%
	d) Other Restatements	9795	-	-	0.0%
	e) Adjusted Beginning Balance		894,423	570,867	-36.2%
	2 Ending Balance, June 30		570,867	160,730	-71.8%
	Components				
	a) Nonspendable				
	Revolving Cash	9711	-	-	0.0%
	Stores	9712	-	-	0.0%
	Prepaid Expenditures	9713	-	-	0.0%
	All Others	9719	-	-	0.0%
	b) Restricted	9740	570,867	160,730	-71.8%
	c) Committed				
	Stabilization Arrangements	9750	-	-	0.0%
	Other Commitments	9760	-	-	0.0%
	d) Assigned				
	Other Assignments	9780	-	-	0.0%
	District specific #1	9780	-	-	0.0%
	District specific #2	9780	-	-	0.0%
	e) Unassigned/unappropriated				
	Reserve for Economic Uncertainty	9789	-	-	0.0%
	Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT *COUNTY: PLACER COUNTY*		July 1 Budget (Single Adoption) - Proposed Budget Developer Fees Fund (25)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	149,198		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		149,198		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		149,198		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
County Facilities Fund (35)

		Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A	REVENUES				
	1 LCFF Sources	8010-8099	-	-	0.0%
	2 Federal Revenue	8100-8299	-	-	0.0%
	3 Other State Revenue	8300-8599	-	-	0.0%
	4 Other Local Revenue	8600-8799	9,000	8,000	-11.1%
	5 TOTAL REVENUES		9,000	8,000	-11.1%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999	-	-	0.0%
	2 Classified salaries	2000-2999	-	-	0.0%
	3 Employee Benefits	3000-3999	-	-	0.0%
	4 Books & Supplies	4000-4999	-	-	0.0%
	Services & Other				
	5 Operating Expenditures	5000-5999	209,283	-	-100.0%
	6 Capital Outlay	6000-6999	217,212	-	-100.0%
		7100-7299			
	7 Other Outgo	7400-7499	-	-	0.0%
	8 Indirect Costs	7300-7399	-	-	0.0%
	9 TOTAL EXPENDITURES		426,495	-	-100.0%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(417,495)	8,000	-101.9%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	-	-	0.0%
	b) Transfers out	7600-7629	-	-	0.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979	-	-	0.0%
	b) Uses	7630-7699	-	-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		-	-	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		(417,495)	8,000	-101.9%
F	FUND BALANCE, RESERVES				
	1 Beginning Fund Balance				
	a) As of July 1 - Unaudited	9791	826,929	409,434	-50.5%
	b) Audit Adjustments	9793	-	-	0.0%
	c) As of July 1 - Audited		826,929	409,434	-50.5%
	d) Other Restatements	9795	-	-	0.0%
	e) Adjusted Beginning Balance		826,929	409,434	-50.5%
	2 Ending Balance, June 30		409,434	417,434	2.0%
	Components				
	a) Nonspendable				
	Revolving Cash	9711	-	-	0.0%
	Stores	9712	-	-	0.0%
	Prepaid Expenditures	9713	-	-	0.0%
	All Others	9719	-	-	0.0%
	b) Restricted	9740	409,434	417,434	2.0%
	c) Committed				
	Stabilization Arrangements	9750	-	-	0.0%
	Other Commitments	9760	-	-	0.0%
	d) Assigned				
	Other Assignments	9780	-	-	0.0%
	District specific #1	9780	-	-	0.0%
	District specific #2	9780	-	-	0.0%
	e) Unassigned/unappropriated				
	Reserve for Economic Uncertainty	9789	-	-	0.0%
	Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT *COUNTY: PLACER COUNTY*		July 1 Budget (Single Adoption) - Proposed Budget County Facilities Fund (35)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	409,434		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		409,434		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		409,434		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT		July 1 Budget (Single Adoption) - Proposed Budget		
COUNTY: PLACER COUNTY		Special Reserve Fund for Capital Outlay Projects (40)		
A REVENUES	Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
1 LCFF Sources	8010-8099	-	-	0.0%
2 Federal Revenue	8100-8299	-	-	0.0%
3 Other State Revenue	8300-8599	1,349,278	-	-100.0%
4 Other Local Revenue	8600-8799	7,000	7,000	0.0%
5 TOTAL REVENUES		1,356,278	7,000	-99.5%
B EXPENDITURES				
1 Certificated salaries	1000-1999	-	-	0.0%
2 Classified salaries	2000-2999	-	-	0.0%
3 Employee Benefits	3000-3999	-	-	0.0%
4 Books & Supplies	4000-4999	-	-	0.0%
Services & Other				
5 Operating Expenditures	5000-5999	1,475,253	-	-100.0%
6 Capital Outlay	6000-6999	-	-	0.0%
	7100-7299			
7 Other Outgo	7400-7499	-	-	0.0%
8 Indirect Costs	7300-7399	-	-	0.0%
9 TOTAL EXPENDITURES		1,475,253	-	-100.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(118,975)	7,000	-105.9%
D 1 Interfund Transfers				
a) Transfers In	8900-8929	-	-	0.0%
b) Transfers out	7600-7629	-	-	0.0%
2 Other Sources/Uses				0.0%
a) Sources	8930-8979	-	-	0.0%
b) Uses	7630-7699	-	-	0.0%
3 Contributions	8980-8999	-	-	0.0%
TOTAL OTHER FINANCING				
4 SOURCES/USES		-	-	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		(118,975)	7,000	-105.9%
F FUND BALANCE, RESERVES				
1 Beginning Fund Balance				
a) As of July 1 - Unaudited	9791	203,534	84,559	-58.5%
b) Audit Adjustments	9793	-	-	0.0%
c) As of July 1 - Audited		203,534	84,559	-58.5%
d) Other Restatements	9795	-	-	0.0%
e) Adjusted Beginning Balance		203,534	84,559	-58.5%
2 Ending Balance, June 30		84,559	91,559	8.3%
Components				
a) Nonspendable				
Revolving Cash	9711	-	-	0.0%
Stores	9712	-	-	0.0%
Prepaid Expenditures	9713	-	-	0.0%
All Others	9719	-	-	0.0%
b) Restricted	9740	84,559	91,559	8.3%
c) Committed				
Stabilization Arrangements	9750	-	-	0.0%
Other Commitments	9760	-	-	0.0%
d) Assigned				
Other Assignments	9780	-	-	0.0%
District specific #1	9780	-	-	0.0%
District specific #2	9780	-	-	0.0%
e) Unassigned/unappropriated				
Reserve for				
Economic Uncertainty	9789	-	-	0.0%
Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT		July 1 Budget (Single Adoption) - Proposed Budget		
COUNTY: PLACER COUNTY		Special Reserve Fund for Capital Outlay Projects (40)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	84,559		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200			
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		84,559		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		84,559		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT		July 1 Budget (Single Adoption) - Proposed Budget		
COUNTY: PLACER COUNTY		Capital Project Fund for Blended Component Units (49)		
		2017-18	2018-19	Percent
A REVENUES	Object	Estimated Actuals	Budget	Difference
1 LCFF Sources	8010-8099	-	-	0.0%
2 Federal Revenue	8100-8299	-	-	0.0%
3 Other State Revenue	8300-8599	-	-	0.0%
4 Other Local Revenue	8600-8799	5,943,237	6,067,167	2.1%
5 TOTAL REVENUES		5,943,237	6,067,167	2.1%
B EXPENDITURES				
1 Certificated salaries	1000-1999	-	-	0.0%
2 Classified salaries	2000-2999	-	-	0.0%
3 Employee Benefits	3000-3999	-	-	0.0%
4 Books & Supplies	4000-4999	-	-	0.0%
Services & Other				
5 Operating Expenditures	5000-5999	35,870	37,940	5.8%
6 Capital Outlay	6000-6999	-	-	0.0%
	7100-7299			
7 Other Outgo	7400-7499	7,561,802	7,574,098	0.2%
8 Indirect Costs	7300-7399	-	-	0.0%
9 TOTAL EXPENDITURES		7,597,672	7,612,038	0.2%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(1,654,435)	(1,544,871)	-6.6%
D 1 Interfund Transfers				
a) Transfers In	8900-8929	600,000	300,000	-50.0%
b) Transfers out	7600-7629	-	-	0.0%
2 Other Sources/Uses				0.0%
a) Sources	8930-8979	-	-	0.0%
b) Uses	7630-7699	-	-	0.0%
3 Contributions	8980-8999	-	-	0.0%
TOTAL OTHER FINANCING				
4 SOURCES/USES		600,000	300,000	-50.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		(1,054,435)	(1,244,871)	18.1%
F FUND BALANCE, RESERVES				
1 Beginning Fund Balance				
a) As of July 1 - Unaudited	9791	7,071,233	6,016,798	-14.9%
b) Audit Adjustments	9793	-	-	0.0%
c) As of July 1 - Audited		7,071,233	6,016,798	-14.9%
d) Other Restatements	9795	-	-	0.0%
e) Adjusted Beginning Balance		7,071,233	6,016,798	-14.9%
2 Ending Balance, June 30		6,016,798	4,771,927	-20.7%
Components				
a) Nonspendable				
Revolving Cash	9711	-	-	0.0%
Stores	9712	-	-	0.0%
Prepaid Expenditures	9713	-	-	0.0%
All Others	9719	-	-	0.0%
b) Restricted	9740	6,016,798	4,771,927	-20.7%
c) Committed				
Stabilization Arrangements	9750	-	-	0.0%
Other Commitments	9760	-	-	0.0%
d) Assigned				
Other Assignments	9780	-	-	0.0%
	9780	-	-	0.0%
	9780	-	-	0.0%
e) Unassigned/unappropriated				
Reserve for				
Economic Uncertainty	9789	-	-	0.0%
Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT		July 1 Budget (Single Adoption) - Proposed Budget		
COUNTY: PLACER COUNTY		Capital Project Fund for Blended Component Units (49)		
		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	6,008,695		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	8,103		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		6,016,798		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		6,016,798		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
Retiree Benefit Fund (71)

		Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A	REVENUES				
	1 LCFF Sources	8010-8099	-	-	0.0%
	2 Federal Revenue	8100-8299	-	-	0.0%
	3 Other State Revenue	8300-8599	-	-	0.0%
	4 Other Local Revenue	8600-8799	100	100	0.0%
	5 TOTAL REVENUES		100	100	0.0%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999	-	-	0.0%
	2 Classified salaries	2000-2999	-	-	0.0%
	3 Employee Benefits	3000-3999	-	-	0.0%
	4 Books & Supplies	4000-4999	-	-	0.0%
	Services & Other				
	5 Operating Expenditures	5000-5999	-	-	0.0%
	6 Capital Outlay	6000-6999	-	-	0.0%
		7100-7299			
	7 Other Outgo	7400-7499	-	-	0.0%
	8 Indirect Costs	7300-7399	-	-	0.0%
	9 TOTAL EXPENDITURES		-	-	0.0%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		100	100	0.0%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	-	-	0.0%
	b) Transfers out	7600-7629	-	-	0.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979	-	-	0.0%
	b) Uses	7630-7699	-	-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		-	-	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		100	100	0.0%
F	FUND BALANCE, RESERVES				
	1 Beginning Net Position				
	a) As of July 1 - Unaudited	9791	6,895	6,995	1.5%
	b) Audit Adjustments	9793	-	-	0.0%
	c) As of July 1 - Audited		6,895	6,995	1.5%
	d) Other Restatements	9795	-	-	0.0%
	e) Adjusted Beginning Balance		6,895	6,995	1.5%
	2 Ending Net Position, June 30		6,995	7,095	1.4%
	Components of Ending Net Position				
	a) Net Investment in Capital Assets	9796	-	-	0.0%
	b) Restricted Net Position	9797	-	-	0.0%
	c) Unrestricted Net Position	9790	6,995	7,095	1.4%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

			2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G	ASSETS				
	1 Cash				
	a) in County Treasury	9110	6,995		
	1) Fair value adjustment to Cash in County Treasury	9111	-		
	b) in Banks	9120	-		
	c) in Revolving Fund	9130	-		
	d) with Fiscal Agent	9135	-		
	e) collections awaiting deposit	9140	-		
	2 Investments	9150	-		
	3 Accounts Receivable	9200	-		
	4 Due from Grantor Government	9290	-		
	5 Due from Other Funds	9310	-		
	6 Stores	9320	-		
	7 Prepaid Expenditures	9330	-		
	8 Other Current Assets	9340	-		
	9 Fixed Assets	9400	-		
	# TOTAL ASSETS		6,995		
H	LIABILITIES				
	1 Accounts Payable	9500	-		
	2 Due to Grantor Governments	9590	-		
	3 Due to Other Funds	9610	-		
	4 Current Loans	9640	-		
	5 Deferred Revenue	9650	-		
	6 Long-Term Liabilities		-		
	a) Net OPEB Obligation	9664	-		
	b) Compensated Absences	9665	-		
	c) COPs Payable	9666	-		
	d) Capital Leases Payable	9667	-		
	e) Lease Revenue Bonds Payable	9668	-		
	f) Other General Long-Term Liabilities	9669	-		
	6 TOTAL LIABILITIES		-		
I	FUND EQUITY				
	Ending Fund Balance, June 30th		6,995		

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
Foundation Private Purpose Fund (73)

		Object	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A	REVENUES				
	1 LCFF Sources	8010-8099	-	-	0.0%
	2 Federal Revenue	8100-8299	-	-	0.0%
	3 Other State Revenue	8300-8599	-	-	0.0%
	4 Other Local Revenue	8600-8799	2,000	2,200	10.0%
	5 TOTAL REVENUES		2,000	2,200	10.0%
B	EXPENDITURES				
	1 Certificated salaries	1000-1999	-	-	0.0%
	2 Classified salaries	2000-2999	-	-	0.0%
	3 Employee Benefits	3000-3999	-	-	0.0%
	4 Books & Supplies	4000-4999	-	-	0.0%
	Services & Other				
	5 Operating Expenditures	5000-5999	2,000	-	-100.0%
	6 Capital Outlay	6000-6999	-	-	0.0%
		7100-7299			
	7 Other Outgo	7400-7499	-	-	0.0%
	8 Indirect Costs	7300-7399	-	-	0.0%
	9 TOTAL EXPENDITURES		2,000	-	-100.0%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		-	2,200	0.0%
D	1 Interfund Transfers				
	a) Transfers In	8900-8929	-	-	0.0%
	b) Transfers out	7600-7629	-	-	0.0%
	2 Other Sources/Uses				0.0%
	a) Sources	8930-8979	-	-	0.0%
	b) Uses	7630-7699	-	-	0.0%
	3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING				
	4 SOURCES/USES		-	-	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE		-	2,200	0.0%
F	FUND BALANCE, RESERVES				
	1 Beginning Net Position				
	a) As of July 1 - Unaudited	9791	161,773	161,773	0.0%
	b) Audit Adjustments	9793	-	-	0.0%
	c) As of July 1 - Audited		161,773	161,773	0.0%
	d) Other Restatements	9795	-	-	0.0%
	e) Adjusted Beginning Balance		161,773	161,773	0.0%
	2 Ending Net Position, June 30		161,773	163,973	1.4%
	Components of Ending Net Position				
	a) Net Investment in Capital Assets	9796	-	-	0.0%
	b) Restricted Net Position	9797	-	-	0.0%
	c) Unrestricted Net Position	9790	161,773	163,973	1.4%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	161,773		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 Fixed Assets		-		
a) Land	9410	-		
b) Land Improvements	9420	-		
c) Accumulated Depreciation - Land Improvements	9425	-		
d) Buildings	9430	-		
e) Accumulated Depreciation - Buildings	9435	-		
f) Equipment	9440	-		
g) Accumulated Depreciation - Equipment	9445	-		
h) Work in Progress	9450	-		
# TOTAL ASSETS		161,773		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 Long-Term Liabilities		-		
a) Net OPEB Obligation	9664	-		
b) Compensated Absences	9665	-		
c) COPs Payable	9666	-		
d) Capital Leases Payable	9667	-		
e) Lease Revenue Bonds Payable	9668	-		
f) Other General Long-Term Liabilities	9669	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		161,773		

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Approval update of Administrative Regulation AR 1330 Use of Facilities and E 1330 Schedule of Facility Use Fees for the 2018/19 Year

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:

Attached

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

None

MEETING DATE:

June 5, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The Administrative Regulation AR 1330 Use of School Facilities has been updated to reflect the most current CSBA recommended language. Exhibit 1330 Schedule of Facility Use Fees has been updated for the 2018-19 year to reflect the greater of the last two years' actual and the current year projected actual expenditures. We have also included the Application and Agreement for Use of Facilities form that will be effective July 1, 2018.

RECOMMENDATION:

Administration recommends the Board of Trustees approve AR 1330 Use of School Facilities and Exhibit 1330 Schedule of Facility Use Fees for the 2018-19 year.

USE OF SCHOOL FACILITIES

Application for Use of Facilities

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall complete the application as required by the District.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings

2. The discussion of matters of general or public interest

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization

4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6300 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies

6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination

7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

USE OF SCHOOL FACILITIES (continued)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

   A *veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law

2. Any use ~~of school facilities or grounds~~ which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work

~~3. Any use which is discriminatory in the legal sense~~

43. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances**, including tobacco** ~~on school property~~

(cf. 3513.3 - Tobacco-Free Schools)

However, the Superintendent or designee may approve the use of district facilities for special events that may involve the acquisition, possession, use, or consumption of alcoholic beverages when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and will occur at a time when students are generally not on the school grounds. (Business and Professions Code 25608)

Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

USE OF SCHOOL FACILITIES (continued)

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Schedule of Facility Use Fees (see exhibit ~~(2)~~ *E* 1330)

Regulation
approved: September 4, 2007
revised: April 15, 2008
revised: January 18, 2011
revised: June 19, 2012
revised: October 15, 2013
revised: June 17, 2014
revised: June 16, 2015
revised: January 19, 2016
revised: June 30, 2016
revised: June 20, 2017
revised: June 5, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

Exhibit 1330

USE OF SCHOOL FACILITIES

Schedule of Facility Use Fees for the 2018-19 Year
Greater of the past two years' actual and current year projected actual

Indoor Facilities	*Class II* Direct Cost Per Hour	Direct Cost Weekly Rate	*Class III* Fair Rental Per Hour
Classroom	$ 9.00	$ 90.00	$ 20.00
Library	18.00	180.00	41.00
Elem School Multi-use	44.00	440.00	103.00
Elem School Kitchen	9.00	90.00	20.00
Middle School Multi-use: TBMS	82.00	820.00	190.00
Middle School Gym: TBMS	108.00	1,080.00	251.00
Middle School Kitchens: TBMS	18.00	180.00	41.00
Middle School Lockers: TBMS	34.00	340.00	80.00
Middle School Multi-use: GEMS	52.00	520.00	120.00
Middle School Kitchens: GEMS	10.00	100.00	23.00
Middle School Lockers: GEMS	34.00	340.00	79.00
High School Locker Rooms	31.00	310.00	71.00
High School Cafeteria	35.00	350.00	81.00
High School Kitchen	14.00	140.00	31.00
High School Theater	101.00	1,010.00	234.00
High School Gym	106.00	1,060.00	246.00
High School Multi	67.00	670.00	155.00
Outdoor Facilities			
Ball Field/Soccer/Softball	22.00	220.00	33.00
Football Stadium	159.00	1,590.00	239.00
Football Stadium w/Lights	204.00	2,040.00	306.00
Elem Playfields and hardcourt areas	9.00	90.00	14.00
Parking Lots	14.00	140.00	21.00

Regulation
approved: September 4, 2007
revised: April 15, 2008
revised: January 18, 2011
revised: June 19, 2012
revised: October 15, 2013
revised: June 17, 2014
revised: June 16, 2015
revised: June 30, 2016
revised: June 6, 2017
revised June 5, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

Western Placer Unified School District

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

NOTE: Applicant must read the rules and regulations, and conditions for use of district facilities prior to completing this form.
TO BE COMPLETED BY APPLICANT: (Application must be submitted ten (10) working days prior to first event.)

Organization: _____ Date: _____
Represented by (Name and Title): _____ Tax ID#: _____
School Employee Sponsor: _____ Non-Profit#: _____
Billing Address: _____
Email Address: _____ Phone: _____ Cell Phone: _____
School Site(s) Requested: _____ Will be used: One Time
Purpose or Type of Use: _____ Monthly
Date(s) Requested: _____ Other _____
Date(s) Excluded: _____ Hours to be used: _____ to _____
Day(s) of the week: M TU W TH F SA SU Donations Solicited: YES NO
Admission/Registration Fee Charged: YES NO Estimated Attendance: _____

AFFIDAVIT IN ACCORDANCE WITH EDUCATION CODE SECTION 38136: The undersigned states that, to the best of his/her knowledge, the school property for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means. That _____, the organization on whose behalf he/she is making application for use of school property, does not, to the best of his/her knowledge, advocate the overthrow of the Government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his/her knowledge it is not a communist-action organization or community-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

INSURANCE REQUIREMENTS: Western Placer Unified School District requires a Certificate of Insurance, and if necessary, an endorsement to your insurance policy before your application can be approved. Insurance must be for Commercial General Liability, with limits not less than $1 million per occurrence. Western Placer Unified School District must be listed as additional insured. Your insurance agent can provide the required certificate and endorsement.

HOLD HARMLESS AGREEMENT: Applicants hereby agree to hold Western Placer Unified School District, its Governing Board, the individual members thereof, and all district officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such occupancy of school property. The applicant agrees to reimburse the school district for any damage to school property occasioned by or growing out of use herein requested.

I HAVE READ THE RULES AND REGULATIONS, CONDITIONS FOR USE OF FACILTIES AND FEE SCHEDULE RELATING TO THE USE OF SCHOOL FACILITIES INCLUDING BOARD POLICY 1330 AND ADMINISTRATIVE REGULATION 1330 AND ACCEPT RESPONSIBILITY FOR MEETING THE REQUIREMENTS STATED THEREIN AND FOR PAYING THE BALANCE OF THE ACTUAL FEE UPON RECEIPT OF INVOICE.
AUTHORIZED SIGNATURE OF APPLICANT: _____ **DATE:** _____

CLASS DESIGNATION -see page 2 (Circle One): I II III (___confirmed by Bus. Office)

Indicate number requested:

_____	Multi-Purpose Room	# of hours _____
_____	Gymnasium	# of hours _____
_____	Classroom(s)	# of hours _____
_____	Football Stadium __ **w/ lights__ w/o lights**	# of hours _____
_____	Fields/Parking Lot	# of hours _____
_____	Theatre	# of hours _____
_____	Cafeteria **(requires Food Service Approval)**	# of hours _____
_____	Lockers	# of hours _____
_____	_____	# of hours _____
_____	Staff OT (Custodial @ $36/hr)	# of hours _____
_____	Tables (5 @ $15.00 per day)	# of days _____
_____	Chairs (100 @ $25.00 per day)	# of days _____

CALCULATION OF FEES - To be completed by applicant
(_____Verified by Bus. Office)
ESTIMATED FEES PER EVENT (per Schedule of Facility Use Fees)

@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
@ $ _____ = $ _____
Total Fees $ _____

← **Administrator name supervising event if not held during regular school hours**

SITE APPROVAL:
Approved by: _____ Date: _____
Signature
_____
Print Name
Insurance Certificate received: YES NO N/A Expires on: _____
Approved by: _____ Date: _____

BUSINESS SERVICES:
Approved by Director of Business Services or Designee: _____ Date: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RULES AND REGULATIONS & CONDITIONS FOR USE OF FACILITIES

1. Accounting personnel will calculate *estimated* fees in accordance with the current fee schedule. Amounts not paid to the Western Placer Unified School District within 90 days will be sent to a collection agency. Bills not paid on time shall cause a user to be denied continued use of the facilities until delinquent payments are paid.
2. Verify insurance documentation is appropriate.
3. Registration and supervision of the facilities must be by a responsible adult (21 years of age or older).
4. Tobacco products, alcohol and any controlled substances are not allowed on any District property.
5. Use is confined to the area(s) named in the approved application, with appropriate corridor and lavatory facilities. Approval of the application does not guarantee exclusive access to the facilities.
6. No materials are to be taped, tacked, stapled, glued or pinned to any surface unless designated for such purpose.
7. All users must provide their own supplies (i.e., easel, easel pad, marking pens, pencils, notepaper, etc.).
8. Secretarial and telephone services are not provided.
9. It shall be the responsibility of the group using the building to supervise all participants.
10. Applicant must return the facility to its original arrangement and condition (facility, chairs, tables and white boards). Any damage caused by user will be billed to user.
11. Custodial staff will make periodic inspections of the facility and will interrupt to clean spillage of food and beverage as necessary. User will be charged for all custodial costs incurred.
12. Reservation is tentative until Application and Agreement for Use of Facilities form is properly completed and approved. This cannot occur until an insurance certificate is provided, security deposit paid, and application form is approved by an authorized District-level official.
13. Facility user (Lessee) is required to comply with the lawful requirements of the District, the State of California, and all applicable requirements of the City of Lincoln and Placer County regarding discharges to the storm drain system and watercourses, including applicable requirements specified in local municipal storm water management programs or plans.

WPUSD Staff:_____

Time in: _____ Time out:_____

Damage or comments: _____

(Forward to Business Office at the end of the event)

SCHEDULE OF FACILITY USE FEES

Indoor Facilities	Class II Direct Cost Per Hour	Direct Cost Weekly Rate	Class III Fair Rental Per Hour
Regular Classroom	$9.00	$90.00	$20.00
Library	18.00	180.00	41.00
Elem School Multi-Use	44.00	440.00	103.00
Elem School Kitchens*	9.00	90.00	20.00
Middle School Multi-use: TBMS	82.00	820.00	190.00
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Middle School Kitchens: GEMS	10.00	100.00	23.00
Middle School Lockers: GEMS	34.00	340.00	79.00
High School Locker Rooms	31.00	310.00	71.00
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High School Theater	101.00	1,010.00	234.00
High School Gym	106.00	1,060.00	246.00
High School Multi (Old Gym)	67.00	670.00	155.00
Outdoor Facilities			
Ball Field/Soccer/Softball	22.00	220.00	33.00
Football Stadium	159.00	1,590.00	239.00
Football Stadium w/Lights	204.00	2,040.00	306.00
Elementary Playfields and Hard-court areas	9.00	90.00	14.00
Parking Lots	14.00	140.00	21.00

*Kitchen use requires Food Service Approval. Attach **Kitchen Usage Request Form.**

CLASSIFICATION

Classification I

The Board authorizes free, non-daily, short-term facility use for activities of nonprofit organizations and clubs or associations, which promote youth, and school activities. All non-profit groups must provide a copy of IRS Form 501c (Certificate of Exempt Status). These groups include: Community advisory councils and community groups; Youth sports groups; Camp Fire, Boy/Girl Scouts, and affiliated organizations; senior citizen organizations and affiliations; school initiated & sponsored activities with Booster clubs and Parent/Teacher clubs; other similar groups at the discretion of district administration. ***** Additional fees will be charged for opening and closing the facilities, monitoring the event or performing extra services, if no school employee would otherwise be available to perform that function as part of his/her normal duties. If event is supervised by an administrator, name of administrator must be noted on page 1 of application.***

Classification II

Groups using facilities for non-school initiated activities during the non-school operating hours will be defined as a Class II. Activities other than those specified under Classification I or Classification III, and daily use by Classification I groups shall be charged a fee at least equal to direct costs to the district. The following are examples: use by any group where admission is charged or contributions solicited and net receipts are expended for youth-related or charitable purposes; charitable fund-raising activities which are beneficial to youth or public school activities of the district, as determined by the superintendent; activities not previously identified which do not fall within the free use or fair rental value classifications and which are included herein through subsequent Board action; churches and religious organizations unless the activity is a Class III activity, in which case Class III charges shall be imposed. Fees are to offset costs for supplies, utilities, custodial services, services of any other district employees and salaries paid to school district employees necessitated by the organization's use of the school facilities and grounds of the district. *****Additional fees will be charged for opening and closing the facilities, monitoring the event or performing extra services, if no school employee would otherwise be available to perform that function as part of his/her normal duties. If event is supervised by an administrator, name of administrator must be noted on page 1 of application.***

Classification III

Commercial and for-profit activities shall be charged fair rental value. The following are examples: organizations/groups where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the district or charitable purposes; commercial use shall apply to those organizations or individuals requesting to use school facilities for advertising, selling any product of service, or conducting any other type of commercial business or function. It shall be considered commercial if the publicity and/or advertising would benefit a particular person or concern in commercial way. A charge shall be made for the use of the school facilities or grounds, plus the cost of opening and closing the facilities, if no school employee would otherwise be available to perform that function as a part of his/her normal duties; the cost of a school employee's presence during the organization's use of the facility if that employee would not otherwise be present as a part of his/her normal duties; and the cost of services, if the services are necessary and would have otherwise been performed as a part of the custodian's normal duties.

Schedule of Facility Use Fees for the 2018-19 Year greater of the past two years' actual and current year projected actual.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
3. **Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.**
4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Adoption of Revised/New Policies/Regulations/Exhibits

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 5, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:
These new and/or revised policies/regulations/exhibits are now being presented for approval by the Board of Trustees.

- AR 3230 – Federal Grant Funds
- AR 3514.2 – Integrated Pest Management
- Exhibit 3541.1 – Transportation for School-Related Trips
- BP/AR 3551 – Food Service Operations/Cafeteria Fund
- BP/AR 3553 – Free and Reduced Price Meals
- BP 5030 – Student Wellness

RECOMMENDATION:
Administration recommends the Board of Trustees approve the new and revised Policies, Regulations and Exhibits as submitted.

wp/rk/factform

MANUAL MAINTENANCE GUIDESHEET

March 2018

Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

AR 3230 - Federal Grant Funds
(AR revised)

Regulation updated to clarify that any federal formula or discretionary grant funds awarded to the district, including a federally funded child nutrition program according to **NEW LAW (SB 544)**, must comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulation also reflects **NEW FEDERAL REGULATION** (82 Fed. Reg. 22609) which delays, until July 1, 2018, the date by which districts must comply with the procurement standards in the Uniform Guidance.

AR 3514.2 - Integrated Pest Management
(AR revised)

Regulation updated to clarify the applicability of integrated pest management requirements to child care facilities, delete an outdated date by which the annual training requirement became effective, and add requirement for pesticide-specific training. Regulation also reflects **NEW STATE REGULATION** (Register 2017, No. 45) which prohibits growers from making certain agricultural pesticide applications within one-quarter mile of a school site between 6:00 a.m. and 6:00 p.m. on weekdays and requires such growers to annually notify the principal regarding pesticides it expects to use during the year.

E 3541.1 – Transportation for School-Related Trips
(E (1) revised)

Exhibit updated to reflect added information to the Volunteer Vehicle form when transporting students.

BP/AR 3551 - Food Service Operations/Cafeteria Fund
(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 250)** which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects **NEW LAW (SB 730)** which requires the California Department of Education (CDE) to provide information about the Buy American provision, **NEW LAW (AB 822)** which requires a preference for California-grown agricultural products with specified exceptions, and **NEW LAW (SB 544)** which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price meal program if he/she is eligible. Regulation also adds new section reflecting **NEW LAW (SB 557)** which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.

BP/AR 3553 - Free and Reduced Price Meals
(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 138)** which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

BP 5030 – Student Wellness
(BP revised)

Policy updated to address changes consistent to the district wellness committee. (1) Insure the nutrition education program requirements; (2) Inform the public of the wellness policy; (3) Retain records and documentation and assessment of the wellness policy.

FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure ~~of federal funds~~ in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the ~~federal grant~~ award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)
(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance~~ **When procuring goods and services with a federal grant**, the Superintendent or designee shall comply with the standards ~~specified~~ **contained** in 2 CFR 200.317-200.326 and Appendix II of Part 200, ~~when procuring goods and services needed to carry out a federal grant as well as any more restrictive~~ **or with any applicable** state laws ~~and~~ **or** district policy~~ies~~ **that is more restrictive.** ~~concerning the procurement of goods and services.~~

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

FEDERAL GRANT FUNDS (continued)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of $25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

FEDERAL GRANT FUNDS (continued)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

FEDERAL GRANT FUNDS (continued)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

FEDERAL GRANT FUNDS (continued)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Audits

Whenever the district expends $750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

INTEGRATED PEST MANAGEMENT

Definition

~~The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an integrated pest management (IPM) program that incorporates effective, least toxic pest management practices. The IPM coordinator shall prepare and regularly update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).~~

Integrated Pest Management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. ~~Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds.~~ (**Education Code 17609;** Food and Agricultural Code 13181)

(cf. 3510 – Green School Operations)

School site **means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)**

~~The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)~~

~~The IPM coordinator shall not use any pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site. (Education Code 17610.1)~~

Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an IPM strategy that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and annually update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest

INTEGRATED PEST MANAGEMENT (continued)

control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

The district's program shall include, but not necessarily be limited to, the following components:

1. Carefully monitoring and identifying the pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.

2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazard that would indicate corrective action should be taken.

3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.

4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.

5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazard to people and the environment.

   No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

INTEGRATED PEST MANAGEMENT (continued)

~~6. Ensuring that persons applying pesticides follow label precautions and are trained in the principles and practices of IPM.~~

~~*(cf. 4231 - Staff Development)*~~

~~7~~6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and ~~label directions registered with the U.S. Environmental Protection Agency (EPA) as well as any disposal requirements indicated on the~~ product label **directions**.

(cf. 3514 – Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.

8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM **as described in the section "Training" below**.

~~*(cf. 4231 - Staff Development)*~~

9. Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.

~~Beginning July 1, 2016, the IPM coordinator and any employee or contractor who intends to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)~~

Training

The IPM coordinator and any employee or contractor who may be designated to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

(cf. 4231 - Staff Development)

Notifications

~~The IPM Coordinator shall annually notify staff and parents/guardians of students enrolled at a school site, in writing, regarding pesticide products expected to be applied at the school~~

INTEGRATED PEST MANAGEMENT (continued)

~~facility in the upcoming year. The notification shall include at least the following: (Education Code 17612)~~

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. The Internet address (http://www.schoolipm.info) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184.

2. **The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it**

~~2. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it.~~

3. **If the school has posted its IPM plan, the Internet address where the plan may be found**

4. **The opportunity to view a copy of the IPM plan in the school office**

5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site

6. Other information deemed necessary by the IPM coordinator

(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3517 - Facilities Inspection)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM Coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

INTEGRATED PEST MANAGEMENT (continued)

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. ~~The plan shall include the name of the school designee or IPM coordinator, the pesticides applied at the school site by school or district employees and hired pest control applicators, and a date when the plan shall be reviewed and updated as necessary.~~ When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Whenever the IPM Coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

Posting of Warning Signs

The IPM Coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and until 72 hours after the application. The warning sign shall display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"

2. The product name, manufacturer's name, and the EPA's product registration number

3. Intended areas and dates of application

4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide **to protect the health and safety of students, staff, or other persons or the school site**, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

At the end of each calendar year, the IPM coordinator shall submit to the DPR, on a form provided by the DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

INTEGRATED PEST MANAGEMENT (continued)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. Such records may be maintained by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Pesticide Use near School Site

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.

Legal Reference: (see next page)

INTEGRATED PEST MANAGEMENT (continued)

Legal Reference:

BUSINESS AND PROFESSIONS CODE
8593.2 Licensed pest control operations; training requirements
EDUCATION CODE
17366 Legislative intent (fitness of buildings for occupancy)
17608-17613 Healthy Schools Act of 2000
48980 Notice at beginning of term
48980.3 Notification of pesticides
FOOD AND AGRICULTURAL CODE
11401-12408 Pest control operations and agricultural chemicals
13180-13188 Healthy Schools Act of 2000
GOVERNMENT CODE
3543.2 Scope of representation; right to negotiate safety conditions
6250-6270 California Public Records Act
CODE OF REGULATIONS, TITLE 3
6147 Pesticides exempted from registration requirements
6690-6692 Pesticide use near school sites
6724 Training of employees handling pesticides
CODE OF REGULATIONS, TITLE 8
340-340.2 Employer's obligation to provide safety information
UNITED STATES CODE, TITLE 7
136-136y Insecticide Fungicide and Rodentcide Act

Management Resources:

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONS
California School IPM Model Program Guidebook
Healthy Schools Act Requirements for Public K-12 Schools
School District Integrated Pest Management Plan Template
U.S. ENVIRONMENTAL PROTECTION AGENCY
Pest Control in the School Environment: Implementing Integrated Pest Management (IPM), May 2017
~~*Protecting Children in Schools from Pests and Pesticides, 2002*~~
~~*Pest Control in the School Environment: Adopting Integrated Pest Management, 1993*~~
WEB SITES
California Department of Education: http//www.cde.ca.gov
California Department of Pesticide Regulation, School IPM: http://schoolipm.info
U.S. Environmental Protection Agency, Integrated Pest Management at Schools: http://www.epa.gov/pesticides/ipm

TRANSPORTATION FOR SCHOOL-RELATED TRIPS

Volunteer Vehicle Usage when Transporting Student

YOU MUST ATTACH A COPY OF YOUR DMV RECORD

Please check one: ☐ Volunteer ☐ Employee

Please complete this form and return it to the school site administrator for review and approval.

DRIVER AND INSURANCE INFORMATION

Name _____ Date of Birth _____

Address _____

Home Phone _____ Work Phone _____ Cell Phone _____

Driver's License #_____ State _____ Class _____Expiration _____

Moving violations received, if any, in the past 3 years? # _____ Explain* _____

Number of accidents, if any, in the past 3 years? # _____ Explain* _____

* Use additional sheet, if necessary, for explanation and attach it to this form.

Insurance Company _____ Phone _____

Policy Number _____ Expiration _____

VEHICLE INFORMATION

Registered Owner _____ License Plate# _____

Address _____

Home Phone _____ Work Phone _____ Cell Phone _____

Vehicle Make _____ Model _____ Year _____ Seating Cap _____

DRIVER STATEMENT

I certify that:

- I will follow all the manufacturer's recommendations when transporting students.
- The vehicle is equipped with seat belts for all occupants.
- The vehicle is regularly maintained, kept in good mechanical condition and is currently registered with DMV.
- I am 21 years of age or older.
- I possess a valid California driver's license or a valid license from my state of residence and am on active military duty in California. My license has no restrictions preventing me from transporting students in my vehicle.
- I have been a licensed driver for at least (3) three years.
- I have not had more than one (1) conviction for a moving violation in the past three (3) years which was not dismissed.
- I have had no convictions for reckless or drunk driving or other major violations.
- I meet the following Western Placer Unified School District's vehicle insurance requirements: Bodily Injury Liability of $300,000 or more per occurrence.
- I consent to the school district checking my driving record with the DMV.
- The information provided by me in this form is true and correct.

California law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the District or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving such claims." (Education Code Section 35330)

MY SIGNATURE ON THIS FORM SHALL CONSTITUTE AN INFORMED AND KNOWING WAIVER AS REQUIRED BY LAW.

Volunteer/Employee Signature _____ Date _____

Site Administrator Signature _____ Date _____

School Site Name _____

Original form to be kept at school site

Western Placer Unified School District
Guidelines for Volunteer/Employees When Transporting Students
Risk Management

The Western Placer Unified School District does not provide collision, comprehensive, or medical insurance coverage for volunteers/employees driving their own vehicles.

The following requirements must be complied with:

1. Parent volunteers must be fingerprinted.
2. Five (5) days prior to their first field trip, drivers should complete a new form to be kept on file at the school for future trips. Do not send the original or copy to Risk Management.
3. Incomplete forms will result in the volunteer/employee NOT being permitted to transport students in his/her private vehicle on officially authorized school related activities.
4. California law requires every child to be properly secured in a child restraint (car seat, booster or other certified product) that meets federal motor vehicle safety standards until the child is 6 years old or weighs at least 60 pounds. The parent of the child being transported is to provide the restraint system.
5. The number of passengers may not exceed the number for which the vehicle is designed and never more than a total of ten including the driver. Students are not to be transported in open-bed pickup trucks or trailers.
6. Each passenger must use a seat belt; sharing the seatbelt is not permitted.
7. Emergency information for all occupants must be carried in the vehicle and it is recommended that a first-aid kit and fire extinguisher be carried as well.

Report accidents or injuries to school as soon as possible.

DMV RECORD - One can quickly obtain a copy of his/her driving record from DMV online for a fee of $2. In order to do so, follow the link below, register online and then pay via credit card. The record is available instantly for printing or saving and emailing.
http://www.dmv.ca.gov/online/dr/welcome.htm

FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Board of Trustees intends that, school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 – Budget)
(cf. 3300 – Expenditures and Purchases)
(cf. 3311 – Bids)
(cf. 3550 – Food Service/Child Nutrition Program)
(cf. 3552) – Summer Meal Program)
(cf. 5030 – Student Wellness)

The Superintendent or designee shall ensure that all food services administrators and personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program in accordance with law.

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

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such student shall not be overtly identified or treated differently from other students.

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.3 - Nondiscrimination Harassment)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and shall clearly communicate these procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries and benefits of food service employees shall be paid from the ~~cafeteria~~ **general** fund. **At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred.** (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 – Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Providers

With Board approval, the district may enter into a contract for food service consulting services or food service management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 – Consultants)

Procurement of Foods

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE
38080-38086 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-49562 Meals for needy students
HEALTH AND SAFETY CODE
113700-114437 California Retail Food Code
CODE OF REGULATIONS, TITLE 5
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769 School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program

Legal Reference: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 2
200.56 Indirect costs, definition
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
Food Distribution Program Administrative Manual
Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, Management Bulletin, SNP-03-2017, April 2017
Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-06-2015, May 2015
Cafeteria Funds--Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013
Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012
Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010
Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, Management Bulletin 00-111, July 2000
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
FAQs About School Meals
Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016
Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016
Unpaid Meal: Local Meal Charge Policies, SP 46-2016, July 2016
Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016
Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
WEB SITES
California Department of Education, Nutrition Services Division; http://www.cde.ca.gov/ls/nu
California School Nutrition Association: http://www.calsna.org
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd

Policy
adopted: September 4, 2007
revised: June 4, 2013
revised: April 21, 2015
revised: August 15, 2017
revised: June 5, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year

2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually

3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year

4. Posting the policy on the district's web site

5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

~~Students and their parents/guardians shall be notified whenever their account has a low or negative balance. Whenever a student's account has an unpaid balance of $50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

~~In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.~~

The Superintendent or designee may enter into a repayment plan with a student's parents/guardians for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The cafeteria fund shall be used only for Board-authorized expenditures necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation

2. Safeguard foods against theft, spoilage, and other loss

3. Maintain foods at proper storage temperatures

4. Store foods off the floor in a manner to allow for adequate ventilation

5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable, but also may be used in other nonprofit food service activities, **including, but not limited to, school breakfast or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home echonomics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account.** ~~with any revenues accruing to the district's nonprofit food service account. Such activities may include school breakfasts or other meals,~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

~~a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students.~~ (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)
(cf. 3515.6 - Criminal Background Checks for Contractors)
(cf. 3600 - Consultants)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4212 - Appointments and Conditions of Employment)

FREE AND REDUCED PRICE MEALS

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 – Food Service/Child Nutrition Program)

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

FREE AND REDUCED PRICE MEALS (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free or reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 – Student Records)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced price meal program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 – State Academic Achievement Tests)

2. **Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576** ~~In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of student eligible for school choice and supplemental educational services.~~

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~
(cf. 6171 - Title I Programs)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

FREE AND REDUCED PRICE MEALS (continued)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program, if the student has been approved for free meals or, if included in the agreement with the local agency, for free or reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information

After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE
48980 Notice at beginning of term
49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49560 Meals for needy students
CODE OF REGULATIONS, TITLE 5
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 20
1232g Federal Educational Rights and Privacy Act
~~*6301-6514 Title I programs*~~
6301-6576 Elementary and Secondary Education Act
UNITED STATES CODE, TITLE 42
1751-1769 School lunch programs
1771-1791 Child nutrition, especially:
1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 7
201.1-210.31 National School Lunch Program
220.10-220.21 National School Breakfast Program
245.1-245.13 Determination of eligibility for free and reduced price meals
~~*WELFARE AND INSRTITUTIONS CODE*~~
~~*14005.41 Basic health care*~~

FREE AND REDUCED PRICE MEALS (continued)

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: ***A Guide for Assessing and Strengthening*** *Student Wellness ~~Policy Implementation Monitoring Report and Guide~~, 2012*

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2012

CALIFORNIA DEPARTMENT OF EDUCATION ~~MANAGEMENT BULLETINS~~ ***PUBLICATIONS***

~~*NSD-SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015*~~

~~*USD-SNP-07-2010 Change in Free and Reduced Price Meal Application Approval Process, Sept 2010*~~

Direct Certification Implementation Checklist Free and Reduced-Price Meals: Universal Meal Service.

Nutrition Services Division Management Bulletin SNP-01-2018, January 2018

~~*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*~~

~~*Feed More Kids, Improve Program Participation*~~

~~*Direct Certification Implementation Checklist, May 2008*~~

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

CSBA: http://www.csba.org

California Department of Education, Nutrition Division: http://www.cde.ca.gov/ls/nu

~~*California Healthy Kids Resource Center: http://www.californiahealthykids.org*~~

California Food Policy Advocates: https://cfpa.net

California Project LEAN ***(Leaders Encouraging Activity and Nutrition):*** *http://www.californiaprojectlean.org*

U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd

Policy
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revised: June 7, 2016
revised: December 6, 2016
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

FREE AND REDUCED PRICE MEALS

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. In addition, the application packet may include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year, and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. ~~When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program.~~ (Education Code 49561, **49562**; 42 USC 1758; **7 CFR 245.6**)

FREE AND REDUCED PRICE MEALS (continued)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits

2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below

3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change

2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal

3. The right to reapply at any time during the school year

FREE AND REDUCED PRICE MEALS (continued)

Confidentiality/Release of Records

The Board of Trustees designates the following district employee**(s)** to use individual records pertaining to student participation in the free or reduced price meal program for the purpose of disaggregation of academic achievement data **and/**or **the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.** ~~for the identification of students who are eligible for alternative supports in a Title I program improvement school:~~

Assistant Superintendent of Business Services

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meals program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meals program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.

4. Information collected regarding individual students certified to participate in the free and reduced-price meals program shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.

FREE AND REDUCED PRICE MEALS (continued)

3. The students shall not be required to work for their meals or for milk.

4. The students shall not be required to use a separate dining area, go through a separate **serving line or** entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 – Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

STUDENT WELLNESS

The Board of Trustees recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving, ~~and~~ parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

(cf. 1020 – Youth Services)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - Student Health Services)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
(cf. 6164.2 - Guidance/Counseling Services)

School ~~Health Council~~/ *Wellness* Committee

The Superintendent or designee shall encourage parents/guardians, students, ~~school~~ food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; **7 CFR 210.31**)

To fulfill this requirement, the Superintendent or designee may appoint a school health council or other district committee **and a wellness council coordinator.** ~~whose membership~~ **The council may** ~~shall~~ include representatives of these groups **listed above, as well as**. ~~He/she may invite participation of other groups or individuals, such~~ as, health educators, curriculum directors, counselors, before-and after-school program staff, health practitioners, and/or others interested in school health issues.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The Superintendent or designee may make available to the public the school community a list of the names, position titles, and contact information of the wellness council members.

STUDENT WELLNESS (continued)

The **wellness** ~~school health~~ council ~~committee~~ shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/~~committee~~ may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition Physical Activity, and Other Wellness Activities

The Board shall adopt **specific** goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. **In developing such goals, the Board shall review and consider evidence-based strategies and techniques.** (42 USC 1758b)

(cf. 0000 – Vision)
(cf. 0200 – Goals for the School District)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 – Academic Standards)
(cf. 6142.7 – Physical Education and Activity)
(cf. 6142.8 – Comprehensive Health Education)
(cf. 6143 – Courses and Study)

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects and offered through regular educational program, before-and after-school programs, and school garden programs.

(cf. 5148.2 – Before/After School Program)
(cf. 6177 – Summer Learning Programs)

~~To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.~~

~~*(cf. 1325 – Advertising and Promotion)*~~

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs,

STUDENT WELLNESS (continued)

programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

(cf. 5142.2 - Safe Routes to School Program)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

(cf. 1330.1 - Joint Use Agreements)

Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.

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

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

(cf. 5131.2 – Bullying)
(cf. 5145.3 – Nondiscrimination/Harassment)

~~The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.~~

~~*(cf. 1100 - Communication with the Public)*~~
~~*(cf. 1112 - Media Relations)*~~
~~*(cf. 1113 - District and School Web Sites)*~~
~~*(cf. 1114 - District-Sponsored Social Media)*~~
~~*(cf. 6020 - Parent Involvement)*~~

~~In order to ensure that students have access to comprehensive health services, the district~~

STUDENT WELLNESS (continued)

~~may provide access to health services at or near district schools and/or may provide referrals to community resources.~~

~~The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.~~

~~*(cf. 5131.2 - Bullying)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for Foods Available at School

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773, **1766, 1773,** and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

The Superintendent or designee shall provide access to free, potable water during meal times in the food service area in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.

The Board believes that foods and beverages sold to students at district schools, including those available outside the district's food-service program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for ~~all~~ foods and beverages provided through student stores, vending machines, or other venues, shall meet or exceed state and federal nutrition standards.

STUDENT WELLNESS (continued)

(cf. 3312 - Contracts)
(cf. 3554 - Other Food Sales)

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

~~*(cf. 1230 - School-Connected Organizations)*~~

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

(cf. 1325 – Advertising and Promotion)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7CFR 210.31)

Assistant Superintendent of Business Services
(916) 645-6350

~~The Board shall establish a plan for measuring implementation of the policy. The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy. (42 USC 1758b)~~

(cf. 0500 - Accountability)
(cf. 3555 – Nutrition Program Compliance)

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every ~~two~~ **three** years.

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

STUDENT WELLNESS (continued)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board of Trustees and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements

2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records

3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program

4. Extent to which foods **and beverages** sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards

5. **Extent to which other foods and beverages that are available on campus during the school day, such as foods, and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards.**

~~5~~6. Results of the state's physical fitness test at applicable grade levels

~~6~~7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity

~~7~~8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program

~~8~~9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

~~The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.~~

STUDENT WELLNESS (continued)

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

~~The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)~~

~~In addition,~~ The assessment results **of both the district and state evaluations** shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available to the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

(cf. 5145.6 – Parental Notifications)

The Superintendent or designee shall distribute this information through the most effective methods of communication, including district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.

(cf. 1100 – Communication with the Public)
(cf. 1112 – Media Relations)
(cf. 1113 – District and School Web Sites)
(cf. 1114 – District-sponsored Social Media)
(cf. 6020 – Parent Involvement)

STUDENT WELLNESS (continued)

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness [policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

~~**Posting Requirements**~~

~~Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)~~

~~Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.~~

Legal Reference:

EDUCATION CODE
33350-33354 CDE responsibilities re: physical education
38086 Free fresh drinking water
49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49560 Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51210.1-51210.2 Physical education, grades 1-6
51210.4 Nutrition education
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51795-51796.5 School instructional gardens
51880-51921 Comprehensive health education

Legal Reference: (continued on next page)

STUDENT WELLNESS (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 5
15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769 National School Lunch Program, especially:
1751 Note Local wellness policy
1771-1791 Child Nutrition Act, including:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program, ***especially:***
210.31 Wellness policy
220.1-220.21 National School Breakfast Program
COURT DECISIONS
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS
Integrating Physical Activity into the School Day, Governance Brief, April 2016
Increasing Access to Drinking Water in Schools, Policy Brief, ~~*March*~~ ***April*** *2013*
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
Physical Activity and Physical Education in California Schools, Research Brief, April 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009
Physical Education and California Schools, Policy Brief, rev. October 2007
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CALIFORNIA PROJECT LEAN PUBLICATIONS
Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
CENTER FOR COLLABORATIVE SOLUTIONS
Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, ~~*March 2010*~~ ***January 2015***
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide
~~*2005*~~ ***rev. 2012***
FEDERAL REGISTER
Rules and Regulations, ~~*January 26, 2012*~~ ***July 29, 2016****, Vol.* ~~*7781*~~***,*** *Number* ***1467****, pages* ***50151-50170***
~~*4088-4167*~~

Management Resources: (see next page)

STUDENT WELLNESS (continued)

Management Resources: (continued)

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION (NASBE) PUBLICATIONS
Fit, Healthy and Ready to Learn, ***rev. 2012*** ~~*2000*~~
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
Dietary Guidelines for Americans, ~~*2005*~~ ***2016***
~~*FEDERAL REGISTER*~~
~~*Rules and Regulations, January 26, 2012, Vol. 77, Number 17, pages 4088-4167*~~
~~*NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION (NASBE) PUBLICATIONS*~~
~~*Fit, Healthy and Ready to Learn, 2000*~~
~~*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS*~~
~~*Dietary Guidelines for Americans, 2005*~~
~~*Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000*~~
WEB SITES
CSBA: http://www.csba.org
Action for Healthy Kids: http://www.actionforhealthykids.org
Alliance for a Healthier Generation: http://www.healthiergeneration.org
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
California Department of Public Health: http://www.cdph.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
California School Nutrition Association: http://www.cdc.gov
Center for Collaborative Solutions: http://www.ccscenter.org
Centers for Disease Control and Prevention (CDC): http://www.cdc.gov
Dairy Council of California: http://www.dairycouncilofca.org
National Alliance for Nutrition and Activity: http://www.cspinet.org/nutritionpolicy/nana.html
National Association of State Boards of Education: http://www.nasbe.org
School Nutrition Association: http://www.schoolnutrition.org
Society for Nutrition Education: http://www.sne.org
U.S. Department of Agriculture, Food Nutrition Service, wellness policy: http://www.fns.usda.gov/tn/Healthy/wellnesspolicy_steps.html
U.S. Department of Agriculture, Healthy Meals Resource System: http://healthymeals.fns.usda.gov