WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 SIXTH STREET, SUITE 400,
LINCOLN, CALIFORNIA 95648
Phone: 916.645.6350 Fax: 916.645.6356

MEMBERS OF THE GOVERNING BOARD

Kris Wyatt - President
Brian Haley - Vice President
Damian Armitage - Clerk
Paul Long - Member
Paul Carras - Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operation

	STUDENT ENROLLMENT		
School	**2012/13 CEBEDS**	**5/1/2013**	**6/1/2013**
Sheridan Elementary (K-5)	84	89	89
First Street Elementary (K-5)	465	462	462
Carlin C. Coppin Elementary (K-5)	412	414	412
Creekside Oaks Elementary (K-5)	559	605	601
Twelve Bridges Elementary (K-5)	717	722	720
Foskett Ranch Elementary (K-5)	552	545	544
Lincoln Crossing Elementary (K-5)	684	683	680
Glen Edwards Middle School (6-8)	686	679	677
Twelve Bridges Middle School (6-8)	853	872	869
Lincoln High School (9-12)	1,516	1,451	1,443
Phoenix High School (10-12)	65	61	49
TOTAL	**6593**	**6583**	**6546**

State Preschool

First & L Street	24 A.M. /24 P.M.
Carlin Coppin	24 A.M.

Adult Education 85

First-5 Program

First Street	22 A.M. /21 P.M.
Sheridan	14 A.M. /14 P.M.

Pre-K/Special Ed

Foskett	23
FSS PPPIP	82
CCC	0

GLOBAL DISTRICT GOALS

~Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential.
~Foster a safe, caring environment where individual differences are valued and respected.
~Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
~Promote the involvement of the community, local government, business, service organizations, etc. as partners in the education of our students.
~Promote student health and nutrition in order to enhance readiness for learning.

Western Placer Unified School District
Regular Meeting of the Board of Trustees
June 18, 2013, 7:00 P.M.
Lincoln High School – Multi Purpose Room
790 J Street, Lincoln, CA 95648

AGENDA

2012-2013 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

All Open Session Agenda related documents are available to the public for viewing at the Western Placer Unified School District Office located at 600 Sixth Street, Fourth Floor in Lincoln, CA 95648.

6:00 P.M. START

1. **CALL TO ORDER** – Lincoln High School – Performing Arts Theater

6:05 P.M.

2. **CLOSED SESSION** – Lincoln High School - Office Conference Room

2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

2.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

2.3 CONFERENCE WITH LABOR NEGOTIATOR
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Director of Human Services Audrey Kilpatrick, Assistant Superintendent of Business and Operations

2.4 PERSONNEL
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Employee Discipline/Dismissal/Release – Approve Closed Session Resolution No. 12/13.33 Authorizing the Non Re-Election of a Certificated Probationary Employee

2.5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Superintendent

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**–Lincoln High School Performing Arts Building.
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

3.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln

3.3 CONFERENCE WITH LABOR NEGOTIATOR
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Mary Boyle, Deputy Superintendent of Educational Services, Ryan Davis, Director of Human Services Audrey Kilpatrick, Assistant Superintendent of Business and Operations

3.4 PERSONNEL
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Employee Discipline/Dismissal/Release – Approve Closed Session Resolution No. 12/13.33 Authorizing the Non Re-Election of a Certificated Probationary Employee

3.5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Superintendent

4. CONSENT AGENDA

NOTICE TO THE PUBLIC
All items on the Consent Agenda will be approved with one motion, which is not debatable and requires a unanimous vote for passage. If any member of the Board, Superintendent, or the public, so request, items may be removed from this section and placed in the regular order of business following the approval of the consent agenda.

4.1 Classified Personnel Report
4.2 Certificated Personnel Report
4.3 Approve Agreement between Kronick Moskovitz Tiedemann & Girard and WPUSD for Legal Services for 2013-2014 School Year.
4.4 Approve Agreement between Owner and Contractor for Construction Work Related to Roofing Overlays at Glen Edwards Middle School and Lincoln High School and Kitchen Re-Roofing at Lincoln High School.
4.5 CARS/Consolidated Application – Spring Part I.
4.6 Approve Williams Uniform Quarterly Complaint Report.
4.7 Approve Agreement for Fiscal Budget Services between School Services of California, Inc., and WPUSD.
Roll call vote:

5. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. The Board is not allowed to take action on any item, which is not on the agenda except as authorized by Government Code Section 54954.2. Request forms for this purpose "Request to Address Board of Trustees" are located at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory – Jillian Loya
6.2 Western Placer Teacher's Association – Tara McCroskey
6.3 Western Placer Classified Employee Association – Mike Kimbrough
6.4 Superintendent - Scott Leaman

7. PUBLIC HEARING

7.1 Public Hearing on 2013 -14 Western Placer Unified School District Budget
Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

7.2 Public Hearing on 2013 School Facility Needs Analysis and Justification Study (SFNA)
Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must annually complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

Members of the public wishing to comment on any items should complete a yellow REQUEST TO ADDRESS BOARD OF TRUSTEES form located on the table at the entrance to the Performing Arts Theater. Request forms are to be submitted to the Board Clerk before each item is discussed.

8.1 Action **SBAC COMPUTER LAB UPGRADE PROJECT – Lyons** *(12-13 G & O Component I, II, III, IV, V)*
- The District is requesting cabling upgrades for computer labs at Carlin C. Coppin, Creekside Oaks, First Street, and Lincoln High School. This upgrade will rectify network issues identified during the Smarter Balanced Assessment Consortium (SBAC) pilot testing this past spring. This project was posted for public bidding.

8.2 Discussion/ Action **HORIZON CHARTER PETITION RENEWAL – Leaman** *(12-13 G & O Component I, II, III, IV, V)*
- On or about March 21, 2013, a charter school petition was submitted by Craig Heimbichner for Horizon Charter School ("Horizon").[1] The Petition seeks another five year term for Horizon which has been in operation since 1993.

8.3 Discussion/ Action **PARTNERSHIPS FOR STUDENT-CENTERED LEARNING CHARTER SCHOOL – Leaman** *(12-13 G & O Component I, II, III, IV, V)*
- On or about March 21, 2013, a charter school renewal petition was submitted by Craig Heimbichner for Partnerships for Student-Centered Learning Charter School ("PSCL").[1] The Petition seeks another five year term for PSCL which was originally granted by the District in 2010.

8.4 Action **ADOPTION OF RESOLUTION NO. 12/13.31 TO APPROVE THE ANNUAL ADJUSTMENT OF COMMUNITY FACILITY DISTRICT MELLO-ROOS RATES FOR CFD #1 AND CFD #2 - Steer** *(12-13 G & O Component I, II, III, IV, V)*
- Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in coordination with the California Construction Cost Index (CCCI),

utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard. As of December 2012, there was an increase in the Construction Cost Index of 1.5%. This will increase the rates within CFD #1 to $6.19 per square foot and CFD #2 to 0.4123 per square foot respectively. Both districts observe a cap of 2,200 square feet per residential unit that can be charged. If approved, these rate increases will be in effect beginning July 1, 2013 and continue through the 2013-14 Fiscal Year.
Roll call vote:

8.5 Action **ADOPTION OF RESOLUTION NO. 12/13.32 TO ADJUST DEVELOPER FEES PER 2013 SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY - Steer** *(12-13 G & O Component I, II, III, IV, V)*

- Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must annually complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

Roll call vote:

8.6 Discussion/ Action **RATIFICATION OF MEMORANDUM OF UNDERSTANDING WITH WPTA REGARDING COMPENSATION TO ATTRACT AND RETAIN HIGH QUALITY SCHOOL NURSES – Davis** *(12-13 G & O Component I, II, III, IV, V)*

- The Western Placer Unified School District and the Western Placer Teachers Association have signed a Memorandum of Understanding regarding a modification to the compensation for School Nurses. After an exhaustive nearly year-long search to fill two vacant school nursing positions, during which time the District had to sue outside contracted temporary nurses, the District began working with WPTA to adjust the starting compensation for school nurses in order to have the ability to attract and retain well qualified school nurses.

8.7 Action **WPUSD STUDENT WELLNESS COMMITTEE – UPDATES AND APPROVAL OF 2012-2013 & 2013-2014 STUDENT WELLNESS POLICY GOALS AND ASSESSMENTS – Kilpatrick** *(12-13 G & O Component I, II, III, IV, V)*

- During a past audit by the California Department of Education, Nutrition Services Division, the Nutrition Services Department received a comment revolved around the formation of a Student Wellness Committee to provide oversight as the new national food regulations are rolled out over the next two years. This past spring the committee was established. Membership includes the Deputy Superintendent of Educational Services Assistant Superintendent of Business and Operations, the Director of Food Services, board members, teachers, district nurses, staff and students from school sites as well as community representation. A listing of current members is attached. The charge of the committee will be to update the wellness board policy, assure the policy is implemented district-wide along with developing short term and long term goals.

8.8 Action **APPROVAL OF JOB DESCRIPTION – BUSINESS ADMINISTRATIVE ASSISTANT – Kilpatrick** *(12-13 G & O Component I, II, III, IV, V)*

• The Business Administrative Assistant position became vacant in December 2012. The position has remained unfilled. A review was performed of the job duties and responsibilities on the current job description and other needs in the Business Services and Facilities departments. Based on the results of that review, the reassignment of specific job duties and the need to increased support in the Facilities department, the job description has been revised.

8.9 Action **LOCAL EDUCATIONAL AREA PLAN (LEAP) - Boyle** *(12-13 G & O Component I, II, III, IV, V)*

• In May, 2002, the CA State Board of Education (SBE) adopted five goals and twelve performance indicators for No Child Left Behind as part of California's commitment to the development of an accountability system to achieve the goals of NCLB. Those five goals pertain to: ALL student achieving proficiency in reading and mathematics by 2013-14; English Learners becoming proficient in the English language and reaching proficiency in reading/language arts and math; all teachers being highly qualified by 2005-06; all students being educated in safe, drug-free learning environments that are conducive to learning;. and all students graduating from high school.

8.10 Action **2013-14 WESTERN PLACER UNIFIED SCHOOL DISTRICT BUDGET ADOPTION – Kilpatrick** *(12-13 G & O Component I, II, III, IV, V)*

• Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall, following a public hearing, adopt the budget for the subsequent fiscal year.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are NOT action items for tonight's meeting, but are noted here for continuing purposes and to ensure that when there are changes or new information they will be called up as Action/Discussion/Information.

- Relationship with Sierra Community College
- Twelve Bridges High School
- Lincoln Crossing Elementary South/Facilities Update

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢ **August 6, 2013** 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School
➢ **August 20, 2013** 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School

11. ADJOURNMENT

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Lincoln High School – Main Office Conference Room**
Date: **Tuesday, June 18, 2013**
Time: **6:05 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. **PERSONNEL**
   - * PUBLIC EMPLOYEE APPOINTMENT
   - * PUBLIC EMPLOYEE EMPLOYMENT
   - * **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   - * **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
   - * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. **CONFERENCE WITH LABOR NEGOTIATOR**

10. STUDENTS
    - * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
    - * STUDENT PRIVATE PLACEMENT
    - * INTERDISTRICT ATTENDANCE APPEAL
    - * STUDENT ASSESSMENT INSTRUMENTS
    - * STUDENT RETENTION APPEAL, Pursuant to BP 5123
    - * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**
   a. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   a. Specify law enforcement agency
   b. Title of Officer,
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   a. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.

b. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.

c. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

4. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

a. Name of case: specify by reference to claimant's name, names or parties, case or claim number.

b. Case name unspecified: specify whether disclosure would jeopardize service of process or existing settlement negotiations.

5. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

a. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (if the agency expects to be sued) and also specify the number of potential cases.

b. Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (if the agency intends to initiate a suit) and specify the number of potential cases.

6. **LIABILITY CLAIMS**

a. Claimant: specify each claimants name and claim number (if any). If the claimant is filing a claim alleging district liability based on tortuous sexual conduct or child abuse, the claimant's name need not be given unless the identity has already been publicly disclosed.

b. Agency claims against.

7. **THREATS TO PUBLIC SERVICES OR FACILITIES**

a. Consultation with: specify name of law enforcement agency and title of officer.

8. **PERSONNEL:**

A. **PUBLIC EMPLOYEE APPOINTMENT**
   a. Identify title or position to be filled.

B. **PUBLIC EMPLOYEE EMPLOYMENT**
   a. Identify title or position to be filled.

C. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   a. Identify position of any employee under review.

D. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
   a. It is not necessary to give any additional information on the agenda.

E. **COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION**
   a. No information needed

9. **CONFERENCE WITH LABOR NEGOTIATOR**

a. Name any employee organization with whom negotiations to be discussed are being conducted.

b. Identify the titles of unrepresented individuals with whom negotiations are being conducted.

c. Identify by name the agency's negotiator

10. **STUDENTS:**

A. **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

B. **STUDENT PRIVATE PLACEMENT**
   a. Pursuant to Board Policy 6159.2

C. **INTERDISTRICT ATTENDANCE APPEAL**
   a. Education Code 35146 and 48918

D. **STUDENT ASSESSMENT INSTRUMENTS**
   a. Reviewing instrument approved or adopted for statewide testing program.

E. **STUDENT RETENTION/ APPEAL**
   a. Pursuant to Board Policy 5123

F **DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION**
   a. Prevent the disclosure of confidential student information.

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:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard to Purchase price, and payment terms for additional property adjacent to the Twelve Bridges Library, negotiated between representatives of Western Placer Unified School District and Sierra Community College District.

RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

wp/rk/factform

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:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to the Existing Litigation of Case No. SCV0032309, Western Placer Unified School District vs. City of Lincoln.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Existing Litigation.

wp/rk/factform

3.2

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:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Mary Boyle, Deputy Superintendent
Ryan Davis, Director of Human Services
Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

Labor Negotiator will give the Board of Trustees an update on Western Placer Teachers Association & Classified Schools Employee Association Bargaining Groups.

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

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:
Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 12/13.33
Authorizing the Non Re-Election of a Certificated
Probationary Employee

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Pursuant with Education Code 44929.21 the District can exercise its right to terminate the employment of Probationary Certificated Employees at the end of the 2012-2013 school year by providing notice to the employee of the non re-election prior to March 15, 2013 for second year probationary employees and by June 30, 2013 for first year probationary employees.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 12/13.33 authorizing the Non Re-Election of one Certificated Probationary Employee. Disclose action taken in closed session.

3.4

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:
Public Employee Performance Evaluation - Superintendent

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Board of Trustees

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to the Performance Evaluation of the Superintendent.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose any action taken in closed session in regards to the Public Employee Performance Evaluation.

wp/rk/factform

CONSENT

AGENDA

ITEMS

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:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Director, Human Services

ENCLOSURES:

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the classified personnel report.

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

June 18, 2013

CLASSIFIED/MANAGEMENT

RESIGNATIONS

1. **Name:** Sharyn Rainey
   Position: Paraprofessional Aide
   Site: Carlin C. Coppin Elementary
   Hours: 5.66 Hours/Day
   Effective: 6/30/13

1. **Name:** Suzanne Silvas
   Position: Campus Monitor
   Site: Lincoln High School
   Hours: 3.66 Hours/Day
   Effective: 6/1/13

1. **Name:** Mark Telles
   Position: Grant Funded Inst. Aide
   Site: Creekside Oaks Elementary
   Hours: 3.5 Hours/Day
   Effective: 6/30/13

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:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Director of Human Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:

BACKGROUND:

The Board of Trustees will take action to approve the certificated personnel report.

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

June 18, 2013

CERTIFICATED/MANAGEMENT

NEW HIRE:

1. **Name:** Theresa Thickens
   Position: Mental Health Specialist
   FTE: 1.0
   Effective Date: July 1, 2013
   Site: District Office

REQUEST FOR MATERNITY/CHILD REARING LEAVE

1. **Name:** Pamela Cook
   Position: 1st Grade Teacher
   FTE: 1.0
   Effective Date: September 1, 2013
   Site: Lincoln Crossing Elementary

2. **Name:** Kate Hill
   Position: 6th Grade Teacher
   FTE: 1.0
   Effective Date: August 19, 2013
   Site: Twelve Bridges Middle

3. **Name:** Lisa Kaufman
   Position: 1st Grade Teacher
   FTE: 1.0
   Effective Date: October 1, 2013
   Site: Carlin C. Coppin Elementary

RETIREMENTS/RESIGNATIONS

1. **Name:** Valerie Jepson
   Position: Spanish Teacher
   FTE: 1.0
   Effective Date: June 30, 2013
   Site: Lincoln High

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:
Legal Services Agreement between Kronick Moskovitz, Tiedemann & Girard and Western Placer Unified School District for the 2013-14 School Year

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

Administration is requesting approval of an hourly legal services agreement with the Law Office Kronick Moskovitz, Tiedemann & Girard Representation.

RECOMMENDATION:

Administration recommends the Board of Trustees approve consent for representation.

wp/rk/factform

WPUSD
Received
JUN - 7 2013
DISTRICT OFFICE

KRONICK
MOSKOVITZ
TIEDEMANN
& GIRARD
A LAW CORPORATION

Michelle L. Cannon

916.321.4500
mcannon@kmtg.com

June 6, 2013

Scott Leaman, Superintendent
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

Re: Agreement for Legal Services for 2013-2014 School Year

Dear Scott:

We want to express our sincere gratitude for the trust and confidence you place in our counsel and services. KMTG strives to deliver top notch legal and professional services while maintaining competitive billing rates among other high quality, full service education law firms in the state. Maintaining rates without compromising service, quality, and efficiency is part of our ongoing commitment to our public school clients as they face the perpetual fiscal challenges presented by difficult economic times.

Just as your costs to provide the best possible education for students' increases, so do ours to provide you with the best possible legal services. This necessitates a modest increase in our rates at this time.

Enclosed is our new Legal Services Agreement with updated fee schedule effective August 1, 2013, which allows us to continue providing the full range of legal services to you as we hire and maintain the best qualified lawyers to serve you. Our study of hourly rates charged to school district clients by comparable full-service law firms indicates that our new rates remain extremely competitive.

Once your Board has approved the Agreement, please retain one copy, and sign and return the original to us in the enclosed self-addressed stamped envelope. If you have any questions regarding our Agreement or our services, please do not hesitate to contact me. We deeply value our relationship with you. Thank you.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Law Corporation

Michelle Cannon

Michelle L. Cannon

Enclosure
1029783.1 7948.1

4.3.1

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG") and Western Placer Unified School District ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

1. SCOPE OF AGREEMENT

Client retains KMTG to provide legal services to Client at the request of client.

2. DUTIES OF KMTG AND CLIENT

KMTG DUTIES

KMTG shall provide those legal services reasonably required to represent Client in the matter described above. KMTG shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within KMTG, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

KMTG may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to KMTG to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

KMTG is not authorized or obligated to perform any services for Client until KMTG has received an original-signed copy of this Agreement for Legal Services from Client.

CLIENT'S DUTIES

Client shall be truthful with KMTG, cooperate with KMTG, keep KMTG informed of developments related to the subject matter for which Client has engaged KMTG, perform the obligations Client has agreed to perform under this Agreement, and pay statements from KMTG in a timely manner.

3. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the attached Schedule of Rates. KMTG's fees will be calculated based on those hourly rates, billed in increments of 1/4th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to adjustment at the beginning of each fiscal year. KMTG will give written notice of rate adjustments at least thirty (30) days prior to the effective date thereof, and the new rates will be instituted only in consultation with Client. These rates are based principally on experience, specialization and training.

KMTG will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses in addition to KMTG's fees, either by advancing such costs or expenses to KMTG, or by paying third parties directly. Upon demand, Client shall advance funds to KMTG or directly pay third parties, as specified by KMTG.

In all other cases, Client shall reimburse KMTG for all costs and expenses incurred by KMTG, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

KMTG shall itemize all costs incurred on each periodic statement.

5. STATEMENTS

KMTG shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from KMTG within thirty (30) days after each statement's date.

KMTG's statements shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of KMTG's fees.

KMTG shall provide a statement to Client, upon Client's request, no later than ten (10) days following the request. Client is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

6. DISCLAIMER OF GUARANTEE

By signing this Agreement, Client acknowledges that KMTG has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. DISCHARGE AND WITHDRAWAL

Either party may terminate this Agreement upon written notice to the other party. If Client or KMTG elects to terminate this Agreement, KMTG shall be paid for all fees and costs that have accrued up to the time of termination.

KMTG and Client each agree to sign any documents reasonably necessary to complete KMTG's discharge or withdrawal.

8. LEGAL ACTION UPON DEFAULT

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, KMTG may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due.

Client and KMTG agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and KMTG consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. ARBITRATION OF FEE DISPUTE

If a dispute arises between KMTG and Client regarding attorneys' fees or costs under this Agreement and KMTG files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206. If Client elects to so arbitrate the dispute, KMTG will submit the matter to that arbitrator.

10. COMPLETION OF SERVICES

Upon the completion of KMTG's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

11. CLIENT FILES

At Client's request, upon the termination of services under this Agreement, KMTG will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements).

12. DESTRUCTION OF CLIENT FILE

If Client does not request the return of Client's papers and property, KMTG will retain Client's file for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, KMTG may have Client's file destroyed. Client acknowledges that it will not be notified prior to the destruction of its papers and property, and Client consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matter is concluded, Client must make separate arrangements with KMTG.

13. COMMENCEMENT OF SERVICES

KMTG's obligation to provide legal services shall commence upon KMTG's receipt of a signed copy of this Agreement for Legal Services.

14. COMMUNICATIONS

Communications pursuant to this Agreement shall be sent to the following:

Client

Scott Leaman, Superintendent
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

KMTG

Michelle L. Cannon, Esq.
Kronick, Moskovitz, Tiedemann & Girard
2390 Professional Drive
Roseville, CA 95661

15. INSURANCE

Pursuant to Business and Professions Code Section 6148, Client is hereby informed that KMTG maintains errors and omissions insurance coverage.

16. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

DATE: _____

Scott Leaman, Superintendent
WESTERN PLACER UNIFIED SCHOOL DISTRICT

DATE: 6/6/13

Michelle Cannon

Michelle L. Cannon
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A Professional Corporation

4.3.6

SCHEDULE OF RATES

Shareholders/Of Counsel	**$220**
Principals/Senior Associates	**$205**
Associate Attorneys	**$205**
Paralegals	**$145**
Document Clerk/Law Clerk	**$135**

Expenses, including mileage, long distance telephone charges, photocopying and delivery charges, will also be billed. A detailed schedule of these charges can be provided upon request. Our usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys and paralegals whose time is being billed. However, we have a highly sophisticated and flexible billing system which can produce statements specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.

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:
Approval of Agreement Between Owner and Contractor for Construction Work Related to Roofing Overlays at Glen Edwards Middle School and Lincoln High School and Kitchen Re-Roofing at Lincoln High School

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Heather Steer, Facilities Coordinator

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Deferred Maintenance

MEETING DATE:
June 18. 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

In an continued effort to uphold our commitment to maintaining our facilities and our roofing, Staff has identified the following projects and not only noted as immediate needs by way of two independent roof surveys, but also fiscally reasonable and able to perform within a limited scope of time; Roofing Overlays at Glen Edwards Middle School on Wing A and overhangs on Wings C and D, Roofing Overlays at Lincoln High School on all sheet metal canopies, Re-Roofing of Kitchen at Lincoln High School.

Staff engaged in a bid process for this work. Public Notices were published in the Sacramento Bee on May 16th and May 23rd, Lincoln News Messenger on May 23rd, and also was noticed to the Placer County Contractors Association on May 16th. A mandatory job walk for potential bidders was held on May 28th and was attended by 11 firms. The bid was held on June 3rd at the District Office and was open to the public. Four firms submitted bids, and the public bid was attended by two firms.

The lowest responsive and responsible bidder was found to be Gudgel Yancy Roofing, Inc. with a total bid of $114,370.00. Enclosed is the Agreement between Owner and Contractor that Gudgel Yancy Inc. has already signed. Upon contract approval from the Board of Trustees, Staff will issue a Notice to Proceed on June 19, 2013 and work will begin immediately.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the contract/agreement with Gudgel Yancy Roofing, Inc. for roofing work at Glen Edwards Middle School and Lincoln High School for the Summer of 2013.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective June 18, 2013, by and between Western Placer Unified School District, Placer County, California, hereinafter called the "Owner" and Gudgel Roofing, Inc. (dba Yancey Roofing) hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Roofing Overlays at Glen Edwards Middle School and Lincoln High School
Kitchen Re-Roofing at Lincoln High School

all in strict compliance with the plans, drawings and specifications therefore prepared by:

LPA, Inc., 1548 Eureka Road, Roseville CA 95661(Kitchen Re-Roof Only)

and other contract documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for this Project shall be (30) **calendar days** from the date established in the Owner's Notice to Proceed. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of

4.4.1

the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: $ 100.00, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Contractor in current funds One Hundred Fourteen Thousand Three Hundred Seventy & 00/100 dollars ($114,370.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is

4.4.2

hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

Projects using state bond funds are subject to labor compliance monitoring and investigative activities by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement, Department of Industrial Relations of the State of California ("DIR"), in conformance with Labor Code sections 1771.3 and 1771.7, and subchapter 4.5 (commencing with section 16450) of Title 8 of the California Code of Regulations. A pre-job conference shall be held with the Contractor and Subcontractors to discuss federal and state labor law requirements applicable to the Project. The Contractor and Subcontractors shall furnish certified payroll reports to CMU on a weekly basis, using either the format prescribed by section 16401 of Title 8 of the California Code of Regulations, or using CMU's electronic certified reporting system ("eCPR"). CMU may require the Contractor and Subcontractors to furnish certified payroll reports to CMU using eCPR. CMU shall review, and may confirm or audit payroll records to verify compliance with Chapter 1, Part 7 of Division 2 of the California Labor Code. CMU may also conduct on-site visits to each Project job site at its discretion. Contractor shall display a mandatory poster at the Project job site as described by 16451, subd. (d), of Title 8 of the California Code of Regulations. Owner shall withhold contract payments when CMU issues Owner a notice to withhold such payments upon a finding by CMU that payroll records are delinquent or inadequate. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties may be assessed for failure to timely comply with a written request for certified payroll records. Further, upon a finding by CMU that Contractor is liable for unpaid wages or penalties, the Labor Commissioner may issue and serve a Civil Wage and Penalty Assessment.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1,000,000.00 per occurrence for bodily

injury, personal injury and property damage and the amount of automobile liability insurance shall be $1,000,000.00 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

Gudgel Roofing, Inc. (dba Yancey Roofing)

SIGNED BY (Contractor)

Western Placer Unified School District

_____

_____

_____

_____(Title)

589559

CONTRACTOR'S LICENSE NO.

3-31-14

LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

4.4.6

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:
CARS/Consolidated Application

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Mary Boyle

ENCLOSURES:
Winter Con App 2013 (Part II 2012/13)
Spring Con App 2013 (Part I 2013/14))

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Annual Categorical Revenues

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

The 2013 Winter Consolidated Application includes information on expenditures during the 2012/2013 school year of funding from Federal and State Categorical programs. In the past, this was known as Con App Part II. The Winter Con App begins with the page entitled "2012 – 2013 Federal Transferability". The 2013 Spring Consolidated Application reflects our application for funding in all Federal and State categorical aid programs for the coming 2013 – 2014 school year. This was previously known as Con App Part I. The Spring Con App begins with the paged entitled "2013 – 2014 Certification of Assurances".

Included in the 2013 Winter and Spring Con App are expenditures and applications for federal funding through Title I Part A (Basic Grant), Title II (Improving Teacher Quality), and Title III (Limited English Proficiency Students), as well as for state funding through Economic Impact Aid (EIA). The Con App also includes required reports on Teacher and Paraprofessional Requirements and NCLB Teacher Requirements.

RECOMMENDATION:

Approve Consolidated Application for Winter 2013 and Spring 2013.

2012-13 Federal Transferability

Federal transferability is governed by Title VI in ESEA Section 6123. An LEA may transfer a maximum of 50% of any program to other programs. This transferability is not the same as Title VI Subpart 1 REAP Flexibility governed by ESEA Section 6211.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Program Improvement Year	2
Note: This district has been identified as a Program Improvement (PI) LEA under ESEA Section 1116 and may only transfer 30% of a program's funds. Those funds must be used for PI activities. A single school district (SSD) or a directed funded charter (DFC) school whose only school is in PI and operating as a Target Assistance School (TAS), for the purpose of federal transferability, the LEA is restricted to the 30% limit. If the SSD or DFC is operating as a Schoolwide Program (SWP) school, the restriction does not apply.	
Title II Part A Transfers	
Title II Part A entitlement	$108,387
Transferred to Title I, Part A	$0

4.5.1

2012-13 Economic Impact Aid LEA Allocations

The purpose of this data collection is to make allowable reservations at the LEA level and to determine the amount available for school-level allocations.

CDE Program Contact:
Gustavo Gonzalez, EIA / LEP, ggonzalez@cde.ca.gov, 916-319-0420
Mark Klinesteker , EIA / SCE, mklinesteker@cde.ca.gov , 916-319-0256

2012-13 Economic Impact Aid Entitlement	$616,695
Transferred	$0
Transferred comment If a transferred amount is entered an explanation of where the dollars were transferred from or to is required.	
2011-12 Carryover	$114,606
Repayment of funds	$0
Repayment of funds comment Provide an explanation of why repayment dollars were added back to the EIA allocation.	
2012-13 Economic Impact Aid allocation	$731,301
Indirect cost reserves (Amount cannot exceed 3% of the EIA allocation.)	$21,939
Administrative evaluation (Amount cannot exceed 10% of the EIA allocation.)	$73,130
LEA activities reservation (Amount cannot exceed 2% of the EIA allocation.)	$14,626
Security reservation (Amount may not exceed $0.32 per student.)	$0
Security Reservation Maximum (Based on .32 * total student enrollment from EIA qualified schools in School Student Counts, Actual.)	$2,098
Alternative reservation (Reservation is only valid if SCE allocations will be made. Amount cannot exceed 25% of the EIA allocation.)	$0
Economic Impact Aid adjusted allocation	$621,606

2012-13 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

CDE Program Contact:
Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov , 916-319-0372
Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492

2012-13 Title I Part A Entitlement	$955,046
Transferred-in amount	$0
Title I Part A entitlement after transfers	$955,046
Note: In order for the 2011-12 Carryover amount to be pre-populated, the 2011-12 Title I, Part A Carryover data collection should be completed and saved before beginning data entry.	
2011-12 Carryover (Allowable values are the 12 or 15 month 2011-12 carryover. The default value displayed is the 15 month calculated carryover.)	$10,009
Repayment of funds	$0
2012-13 Total allocation	$965,055
Indirect cost reservation	$65,907
Administrative reservation	$78,851
2012-13 Title I, Part A adjusted allocation	$820,297
Indirect Cost and Administration Calculation Tool To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on http://www.cde.ca.gov/fg/ac/ic/, below are recommended values.	
2012-13 Approved indirect cost rate	7.33%
Maximum allowable indirect cost reservation	$65,907
Recommended administration reservation	$78,851

4.5.3

2012-13 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:
Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492
Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit school low income students	0
Total participating attendance area low income students	0
Percent of nonprofit private school low income students for equitable service calculations	0.00%

Required Reservations

Title I Part A adjusted allocation	$820,297

Parental Involvement

Parental involvement (1% of the entitlement plus transfers-in if greater than $500,000.)	$9,551
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	$0
Nonprofit private school parental involvement set-aside	$0
Amount remaining	$9,551
Public school parental involvement	$9,074
Balance available for LEA parental involvement activities	$477

Direct and Indirect Services

Direct or indirect services to homeless children , regardless of their school of attendance	$1,000
Homeless services provided	Transportation of foster children who wish to attend a district school though they have moved out of the district.
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	No
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No

4.5.4

2012-13 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492
Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904

Other neglected or delinquent services	

Program Improvement (PI)

The following reservations are required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.

Public school choice transportation (Choice)	$47,752
Supplemental educational services (SES)	$47,752
Parent outreach and assistance for Choice and SES	$0
Professional development funds Will the LEA use PI school-level professional development funds to help meet the LEA 10% minimum professional development requirement?	Yes
PI professional development (Minimum 10% of the entitlement plus transfers in.)	$47,752
2011-12 PI professional development carryover	$0
Total PI professional development	$47,752

45.5

2012-13 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:
Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492
Karen Neilsen, Title I Policy & Program Guidance, KNeilsen@cde.ca.gov, 916-319-0946

Allowed Reservations

Professional Development for Highly Qualified Teachers and Paraprofessionals

Professional development for highly qualified teachers and paraprofessionals	$0
Nonprofit private school equitable services	$0
Professional development reserved for public schools	$0

District-wide Instructional Programs

District-wide instructional programs (Non-PI activities)	$17,000
Nonprofit private school equitable services	$0
District-wide instructional programs for Title I public schools	$17,000

Other School Programs

Other school programs Including summer school or intersession programs or before and after school programs.	
Nonprofit private school equitable services	$0
Other school programs reserved for public schools	$0

Other Allowable Reservations

Salary differentials	$0
Preschool programs	$0
Capital expenses for nonprofit private schools	$0

Program Improvement Activities

Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	$0
Professional development of highly qualified teachers	$0
Technical assistance to schools	$0

4, 5, 6

2012-13 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:
Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492
Karen Neilsen, Title I Policy & Program Guidance, KNeilsen@cde.ca.gov, 916-319-0946

Summer school, intersession programs or before and after school programs	$0

Reservation Summary

Adjusted Allocation	$820,297
Total required reservations	$144,733
Total allowed reservations	$17,000
Allocations after reservations	$658,564
Total nonprofit private school set aside	$0
Private nonprofit school Parental Involvement set-aside	$0
Public school Parental Involvement set-aside	$9,074
Amount available for Title I, Part A school allocations	$649,490

4.5.7

2012-13 Title I, Part A Program Improvement Midyear Activity and Expenditure Report

If one or more schools is in Program Improvement, the LEA is required to provide a mid-year status of activities related to Choice and or SES services.

CDE Program Contact:

Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956
Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948

Activities

Number of students applying for Choice	8
Number of students who transferred to attend a non-PI school under ESEA	8
Number of students who transferred to attend a non-PI school under a local or state school choice program	0
Number of students who applied for SES	0
Number of students who received SES	0
Activities comment An explanation must be provided if all activities are zero.	Eligible students received SES enrollment forms twice during the year. Included on the forms were approved SES providers wanting to provide services for the district. SES fliers were posted at local community venues. SES information and providers are available on the district website.

Expenditures and Encumbrances

Due to a federal audit comment received, LEAs are required to provide biannual year-to-date PI expenditures and encumbrance in support of Choice and SES activities.

Choice transportation using Title I Part A funds	$500
Choice transportation using non-Title I Part A funds	$0
SES using Title I Part A funds	$0
SES using non-Title I Part A funds	$0
Parent outreach using Title I Part A funds	$0
Parent outreach using non-Title I Part A funds	$0
Total expenditures and encumbrance using Title I Part A funds	$500
Total expenditures and encumbrance using non-Title I Part A funds	$0
Expenditure comment	

4.5.8

2012-13 Title I, Part A Program Improvement Midyear Activity and Expenditure Report

If one or more schools is in Program Improvement, the LEA is required to provide a mid-year status of activities related to Choice and or SES services.

CDE Program Contact:

Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956
Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948

An explanation is required if no program improvement expenditures or encumbrances have occurred.	

2012-13 Title II, Part A LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II Part A Teacher & Principal Training & Recruiting, and to report required reservations.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503
Juan J. Sanchez, Section 2141 Contact, jsanchez@cde.ca.gov, 916-323-5264

2012-13 Title II Part A entitlement	$109,141
Total funds transferred out of Title II, Part A	$0
Total entitlement after transfers	$109,141
2011-12 Carryover (as of 06/30/12)	$31,129
Repayment of funds	$0
Repayment comment Provide an explanation of why repayment dollars were added back to the allocation	
2012-13 Allocation	$140,270
Administrative and indirect costs	$17,243
Title II Part A adjusted allocation	$123,027

4.5.10

2012-13 Title III, Part A LEP LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III Part A LEP, and to report required reservations.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov , 916-323-5838

2012-13 Title III, Part A LEP entitlement	$77,576
2011-12 Carryover	$40,471
Repayment of funds	$0
2012-13 Allocation	$118,047
Administrative and indirect costs	$2,314
2012-13 Adjusted allocation	$115,733

4.5.11

2012-13 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:
Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Teacher Quality) SACS Code 4035	No
Title II, Part A (Administrator Training) SACS Code 4036	No
Title II, Part D (Enhancing Education Through Technology) SACS Code 4045	No
Title III (Immigrant Students) SACS Code 4201	No
Title III (LEP Students) - 2% maximum SACS Code 4203	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

4.5.12

2012-13 Title III, Part A LEP YTD Obligations Report, 6 Months

A report of year-to-date obligations by activity.

CDE Program Contact:
Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov , 916-323-5838
Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required
Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.
(2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
(3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
(5) Improving the English proficiency and academic achievement of limited English proficient children.
(6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2012-13 Title III Part A LEP Entitlement	$77,576
Object Code - Activity	
1000-1999 Certificated personnel salaries	$25,343
2000-2999 Classified personnel salaries	$1,210
3000-3999 Employee benefits	$5,614
4000-4999 Books and supplies	$4,620
5000-5999 Services and other operating expenditures	$9,235
Administrative and indirect costs	$0
Total year-to-date obligations	$46,022

4.5.13

2012-13 Title I, Part A Notification of Authorization of School Wide Program

This report provides notification to CDE of a school's eligibility and local board approval to operate under and report as Schoolwide Program

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov , 916-319-0269

Note:

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 04/30/2013)	SIG Approval Date (ex. 04/30/2013)	Poverty Level %
Carlin C. Coppin Elementary	6085252	N			
Creekside Oaks Elementary	6098610	N			
First Street	6117493	Y	08/21/2012		76.00%
Foskett Ranch Elementary	0108514	N			
Glen Edwards Middle	6108351	Y	08/21/2012		52.00%
Lincoln Crossing Elementary	0113068	N			
Lincoln High	3134657	N			
Phoenix High (Continuation)	3130036	N			
Sheridan	6031363	Y	08/21/2012		67.00%
Twelve Bridges Elementary	0106443	N			
Twelve Bridges Middle	0111385	N			

4.5.14

2012-13 Economic Impact Aid School Allocations

This reports identifies the schools funded with LEP, and if applicable, SCE allocations.

CDE Program Contact:

Gustavo Gonzalez, EIA / LEP, ggonzalez@cde.ca.gov, 916-319-0420
Mark Klinesteker , EIA / SCE, mklinesteker@cde.ca.gov , 916-319-0256

Funding method	SCE/LEP
Total EIA allocation	$621,606
Allocation method	Manually entered dollar value
Standard per student LEP rate	$256
Standard per student SCE rate	$157
Total LEP student count	1,000
Total LEP student count not SCE funded	105
Total EDY student count SCE funded	2,319
Unallocated amount	$0
Total LEP allocation	$228,642
Total SCE allocation	$392,964

School Name	School Code	Grade Span Group	LEP Student Count	LEP Allocation	EDY Student Count	SCE Eligible	SCE Allocation	SCE Allocation Comment
Carlin C. Coppin Elementary	6085252	1	53	$13,440	121	Y	$27,834	
Creekside Oaks Elementary	6098610	1	156	$24,712	251	Y	$49,305	
First Street	6117493	1	251	$41,533	281	Y	$43,511	
Foskett Ranch Elementary	0108514	1	22	$6,250	108	N		
Glen Edwards Middle	6108351	2	167	$63,534	420	Y	$72,708	
Lincoln Crossing Elementary	0113068	1	55	$10,254	144	N		
Lincoln High	3134657	3	181	$30,220	875	Y	$137,463	

H.S.15

2012-13 Economic Impact Aid School Allocations

This reports identifies the schools funded with LEP, and if applicable, SCE allocations.

School Name	School Code	Grade Span Group	LEP Student Count	LEP Allocation	EDY Student Count	SCE Eligible	SCE Allocation	SCE Allocation Comment
Phoenix High (Continuation)	3130036	3	12	$13,744	40	Y	$7,498	
Sheridan	6031363	1	19	$8,410	32	Y	$7,271	
Twelve Bridges Elementary	0106443	1	28	$4,639	142	N		
Twelve Bridges Middle	0111385	2	56	$11,906	299	Y	$47,374	

A.S.16

2012-13 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to allocated to eligible public schools and equitable services to students in nonprofit private schools.

CDE Program Contact:

Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492
Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov , 916-319-0372

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons
a - Meets 35% Low Income Requirement
b - Magnet School
c - Funded by Other Allowable Sources
d - Desegregation Waiver on File
e - Grandfather Provision
f - Feeder Pattern

Group Schools by Grade Span	Yes
District-wide low income %	35.81%
Grade span 1 low income %	34.54%
Grade span 2 low income %	38.91%
Grade span 3 low income %	35.58%
Available Title I, Part A school allocation	$649,490
Available public school parent involvement reservation	$9,074
Total participating attendance area low income students (entered on Reservations, Required)	0
Available nonprofit private school set-asides	$0
Available nonprofit private school parent involvement reservation	$0
Unallocated school amount	$0.82
Unallocated public school parent involvement	$0
Unallocated nonprofit private school set-asides	$0
Unallocated nonprofit private school parent involvement	$0
Sum of Title I participating schools low income student count	1,168

LISA

2012-13 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to allocated to eligible public schools and equitable services to students in nonprofit private schools.
Difference between participating attendance area low income students (entered on Reservations, Required) and 0
Sum of Title I participating schools low income student count

School Name	School Code	Grade Span Group	Low Income Students	Low Income Student %	Eligible	$ Per Low Income Student (0.00)	Carryover	Public School Parental Involvement	Nonprofit Private Parental Involvement	Nonprofit Private Set Aside	Total School Allocation	Exception Reason	EIA Funded	Other Program Funds	Exception Comment
First Street	6117493	1	353	76.91	Y	549.82	$50	$2,743			196879.46		N	N	
Sheridan	6031363	1	51	65.38	Y	548.84	$763	$396			29149.84		N	N	
Creekside Oaks Elementary	6098610	1	339	53.98	Y	548.83	$0	$2,634			188687.37		N	N	
Carlin C. Coppin Elementary	6085252	1	177	42.14	Y	0.00					0.00		N	N	
Lincoln Crossing Elementary	0113068	1	120	19.02	N	0.00					0.00		N	N	
Foskett Ranch Elementary	0108514	1	98	17.63	N	0.00					0.00		N	N	
Twelve Bridges Elementary	0106443	1	57	8.28	N	0.00					0.00		N	N	
Glen Edwards Middle	6108351	2	387	53.82	Y	548.83	$5,779	$3,006			221182.21		N	N	
Twelve Bridges Middle	0111385	2	213	25.88	N	0.00					0.00		N	N	
Phoenix High (Continuation)	3130036	3	38	52.78	Y	548.85	$1,513	$295			22664.30		N	N	
Lincoln High	3134657	3	516	34.75	N	0.00					0.00		N	N	

4.5.18

2013-14 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	7/11/2003
LEA Plan Web Site	http://www.wpusd.k12.ca.us/documents/LEAPwpusd2012FINAL.pdf

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Mary Boyle
Authorized Representative's Title	Deputy Assistant Superintendent - Educational Services
Authorized Representative Signature Date	06/04/2013

4.5.19

2013-14 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov , 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov , 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Mary Boyle
Authorized Representative Title	Deputy Assistant Superintendent - Ed Services
Authorized Representative Signature Date	05/23/2013
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

4.5.20

2013-14 Application for Funding

CDE Program Contact:
Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/18/2013

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Alma Garcia
DELAC review date	05/23/2013
Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091</br> By applying for Economic Impact Aid funds the LEA is agreeing to comply with the assurances posted at http://www.cde.ca.gov/fg/aa/co/ca12asstoc.asp.	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

4.5.21

2013-14 Application for Funding

CDE Program Contact:
Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

4.5.22

2013-14 Title III, Part A LEP Proposed Obligations

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov , 916-323-5838
Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required
Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.
(2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
(3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
(5) Improving the English proficiency and academic achievement of limited English proficient children.
(6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

Proposed entitlement:	$69,057
Object Code - Activity	
1000-1999 Proposed certificated personnel salaries	$32,061
2000-2999 Proposed classified personnel salaries	$3,000
3000-3999 Proposed employee benefits	$6,000
4000-4999 Proposed books and supplies	
5000-5999 Proposed services and other operating expenditures	
Proposed administrative and indirect costs	$420
Total proposed obligations	$41,481

4.5.23

2013-14 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers, and other educational personnel under the programs listed below.

CDE Program Contact:

Laura Nelson, Private School List, lnelson@cde.ca.gov , 916-319-0229
Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov , 916-323-5838

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers, and other educational personnel under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: The programs displayed below may vary based on Application for Funding selections.

Note: Elementary and high school districts that have applied for Title II funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

School Name	School Code	Enrollment	Title II Part A	Title III Part A LEP	School Added
Community Christian Schools	7089469	46	Y	Y	N

4.5.24

2013-14 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov , 916-319-0372
Rina DeRose-Swinscoe, Title I Policy & Program Guidance, RDeroseswinscoe@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Community Christian Schools	7089469	46	Y	Y	8	Y	N	N
St. Rose Elementary	6966030	307	Y	Y	3	Y	N	Y

2013-14 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:

Gustavo Gonzalez, EIA / LEP, ggonzalez@cde.ca.gov, 916-319-0420
Mark Klinesteker , EIA / SCE, mklinesteker@cde.ca.gov , 916-319-0256

District Advisory Committee (DAC) Review

Per Title 5 of the California Code of Regulations section 4423(c) and Education Code section 54420, once a school district or county office with juvenile court schools is deemed eligible for Economic Impact Aid (EIA) and designates EIA funds for State Compensatory Education (SCE) then the LEA must give the DAC the opportunity to give or offer advice regarding compensatory education programs.

DAC representative's full name	Sandy McFarlane
DAC review date	05/24/2013
Meeting minutes web address	
Please enter the web address of DAC review meeting minutes.	
DAC comment	
If the advisory committee did not review, describe consulting procedures:	
Group schools by grade span	Yes
Funding method	SCE/LEP

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the EIA School Allocation Plan. The Plan should be saved in order to certify the data collection.

SCE Ranking Method	Percent

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
First Street	6117493	1	465	344	73.98	214	46.02	268	57.63	826	177.63	1	Y	Y
Sheridan	6031363	1	86	61	70.93	19	22.09	32	37.21	112	130.23	2	Y	Y
Creekside Oaks Elementary	6098610	1	565	268	47.43	105	18.58	202	35.75	575	101.77	3	Y	Y
Carlin C. Coppin Elementary	6085252	1	415	167	40.24	47	11.33	115	27.71	329	79.28	4	Y	Y

4, 5, 26

2013-14 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
Lincoln Crossing Elementary	0113068	1	688	112	16.28	53	7.70	166	24.13	331	48.11	5	N	N
Foskett Ranch Elementary	0108514	1	548	91	16.61	20	3.65	116	21.17	227	41.42	6	N	N
Twelve Bridges Elementary	0106443	1	728	74	10.16	19	2.61	144	19.78	237	32.55	7	N	N
Glen Edwards Middle	6108351	2	686	361	52.62	141	20.55	395	57.58	897	130.76	1	Y	Y
Twelve Bridges Middle	0111385	2	857	154	17.97	58	6.77	266	31.04	478	55.78	2	N	N
Phoenix High (Continuation)	3130036	3	65	35	53.85	13	20.00	41	63.08	89	136.92	1	Y	Y
Lincoln High	3134657	3	1495	455	30.43	170	11.37	854	57.12	1479	98.93	2	Y	Y

LC's 77

2013-14 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intends to allocate Title I Part A funds by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons
a - Meets 35% Low Income Requirement
c - Funded by Other Allowable Sources
d - Desegregation Waiver on File
e - Grandfather Provision
f - Feeder Pattern
g - Local Funded Charter Opted Out
h - Local Funded Charter Opt In

Group Schools by Grade Span	Yes
District-wide Low Income %	32.16%
Grade Span 1 Low Income %	31.96%
Grade Span 2 Low Income %	33.38%
Grade Span 3 Low Income %	31.41%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
First Street	6117493	1	465	344	73.98	Y	N	1	Y		
Sheridan	6031363	1	86	61	70.93	Y	N	2	Y		
Creekside Oaks Elementary	6098610	1	565	268	47.43	Y	N	3	Y		
Carlin C. Coppin Elementary	6085252	1	415	167	40.24	Y	N	4	Y		
Foskett Ranch Elementary	0108514	1	548	91	16.61	N	N	5	N		

4.5.28

2013-14 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intends to allocate Title I Part A funds by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Lincoln Crossing Elementary	0113068	1	688	112	16.28	N	N	6	N		
Twelve Bridges Elementary	0106443	1	728	74	10.16	N	N	7	N		
Glen Edwards Middle	6108351	2	686	361	52.62	Y	N	1	Y		
Twelve Bridges Middle	0111385	2	857	154	17.97	N	N	2	N		
Phoenix High (Continuation)	3130036	3	65	35	53.85	Y	N	1	Y		
Lincoln High	3134657	3	1495	455	30.43	N	N	2	N		

4.5.14

2012-13 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity.

CDE Program Contact:
Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2012-13 Title II, Part A entitlement	$109,141

Professional Development Expenditures

Professional development for teachers	$49,555
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	
Other allowable expenditures or encumbrances	$5,949
Total expenditures and encumbrances	$55,504
General Comment (Maximum 500 characters)	

4.5.30

2012-13 Title III, Part A LEP YTD Obligations Report, 12 Months

A report of year-to-date obligations by activity.

CDE Program Contact:
Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov , 916-323-5838
Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required
Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.
(2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
(3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
(5) Improving the English proficiency and academic achievement of limited English proficient children.
(6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2012-13 Title III, Part A LEP entitlement	$77,576
Object Code - Activity	
1000-1999 Certificated personnel salaries	$26,460
2000-2999 Classified Personnel Salaries	$2,771
3000-3999 Employee Benefits	$5,985
4000-4999 Books And Supplies	$6,608
5000-5999 Services and other operating expenditures	$9,270
Administrative And Indirect Costs	$419
Total Expended Amount	$51,513

4.5.31

2012-13 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948
Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Entitlement after transfers (Per certified 2012-13 Title I Part A LEA Allocations and entitlements as of 05/15/13)	$955,046
Program Improvement set aside (Amount equivalent to 20% of 2012-13 Title I, Part A entitlement plus transfers in.)	$191,009
Maximum allowable Parent Outreach (Amount equivalent to .2% of 2012-13 Title I, Part A entitlement plus transfers in or 1% of the 20% Program Improvement set aside.)	$1,910

Expenditures and Encumbrances

Choice transportation using Title I Part A funds	$750
Choice transportation using non-Title I Part A funds	$0
SES using Title I Part A funds	$0
SES using non-Title I Part A funds	$0
Parent Outreach using Title I Part A funds	$1,910
Parent Outreach using non-Title I Part A funds	
Total expenditures and encumbrance using Title I Part A funds	$2,660
Total expenditures and encumbrance using non-Title I Part A funds	$0
Amount of Program Improvement set aside unspent	$188,349
Expenditure comment A explanation is required if no program improvement expenditures or encumbrances have occurred.	Families received notice that SES was available twice during the school year. Flyers were posted at community venues. Families are able to enroll at any time. CDE approved SES providers are included on our application if they contact us about providing services. The entire approved SES list is posted on the district website.
General comments	

4.5.32

2012-13 Title I, Part A Program Improvement Expenditures and Reallocation Criteria

Report of end-of-year expenditures for Title I, Part A Program Improvement funds and LEA reallocation criteria.

CDE Program Contact:

Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948
Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Reallocation Exemption

The exemptions below are only applicable if the LEA did not meet it's 20% Program Improvement obligation (the amount of Program Improvement set aside unspent is greater than zero).

Provided Choice and or SES to all eligible students using less than the 20% obligation	Yes
The LEA has not been able to establish interdistrict transfer agreements, and the LEA could not offer SES because it was not served by any approved providers including online providers	

4.5.33

2012-13 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Joshua Strong, Title I Policy & Program Guidance, JStrong@cde.ca.gov, 916-319-0492

School Name	School Code	Public	Authorized SWP	New Title I, Part A Funded Teachers Hired	Non-ESEA Qualified Hired	Title I, Part A Funded Teachers (0.00)	Title I, Part A Funded FTE Paraprofessionals (0.00)	ESEA Qualified FTE Paraprofessionals (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators (0.00)	Title I, Part A Funded Support Staff (0.00)	Other Title I, Part A Funded Staff (0.00)
Phoenix High (Continuation)	3130036	Y	N	1		1						
Creekside Oaks Elementary	6098610	Y	N	0		0.85	0.25	0.25	100.00%			
First Street	6117493	Y	Y				0.34	0.34	100.00%			
Glen Edwards Middle	6108351	Y	Y				1.5	1.5	100.00%			
Sheridan	6031363	Y	Y				0.6	0.6	100.00%			

4.5.34

2012-13 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless

b) Includes a dispute resolution process

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Contact first name	Kris
Contact last name	Knutson
Contact title	Principal-Sheridan Elementary
Contact email address (format: abc@xyz)	kknutson@wpusd.k12.ca.us
Contact telephone number (format: 999-999-9999)	530-633-2591

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	

H.S.3S

2012-13 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	09/04/2007
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2012-13 Title I, Part A Entitlement	$955,046
2012-13 Title I, Part A direct or indirect services to homeless children reservation	$1,000
Amount of 2012-13 Title I, Part funds expended or encumbered for direct or indirect services to homeless children	$2,200
No expenditures or encumbrances comment Provide an explanation why there is no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

4.5.36

2012-13 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Judi Brown, District Innovation and Improvement Office, JBrown@cde.ca.gov, 916-319-0942
Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948

Creekside Oaks Elementary (31 66951 6098610)

PI Year	1
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	0
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	
Number of students who received SES	
PI Activities Exception Comment	Families were notified of the opportunity for public school choice in a timely manner. No families applied for transfer due to the program improvement status of Creekside Oaks. SES was not offered because it a year one program improvment school.
Additional Comments	

4.5.37

2012-13 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Judi Brown, District Innovation and Improvement Office, JBrown@cde.ca.gov, 916-319-0942
Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948

Glen Edwards Middle (31 66951 6108351)

PI Year	2
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	11
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	0
Number of students who received SES	0
PI Activities Exception Comment	Families received notice that SES was available twice during the school year. Flyers were posted at community venues. Families could enroll at any time. No one indicated any interest in SES services.
Additional Comments	

4.5.38

2012-13 Title I, Part A School Program Improvement Activities

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

CDE Program Contact:

Judi Brown, District Innovation and Improvement Office, JBrown@cde.ca.gov, 916-319-0942
Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948

First Street (31 66951 6117493)

PI Year	5
Number of students in PI school who applied for public school choice provisions of ESEA Section 1116	1
Number of new and continuing students who transferred under ESEA	0
Number of new and continuing students who transferred under state or local choice programs	0
Number of students who applied for SES	0
Number of students who received SES	0
PI Activities Exception Comment	Families received notice that SES was available twice during the school year. Flyers were posted at community venues. Families could enroll at any time. No one indicated any interest in SES services.
Additional Comments	

For PI schools in Year 5, the LEA implemented at least one of the following alternative goverance approaches (check all that apply)

Reopened the school as a charter	N
Replaced all or most of the staff	N
Contracted with an outside entity to operate the school	N
Major restructuring activities instituted	Y
Provide a description of major restructuring activities instituted	First Street Administration and its Leadership Team are developing an intervention plan with Intervention Service Providers support staff to implement schoolwide Fall 2013. Research based intervention curriculum is being chosen. Screening to identify struggling students and pre and post assessments are being implemented in the RtI model.

45.39

2012-13 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;
b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;
c) Build the schools' and parents' capacity for strong parental involvement;
d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy	Yes
LEA policy compliance	Yes
Does your current Title I district level parental involvement policy meet the above criteria	
Annual evaluation date	05/30/2013
Annual Evaluation	WPUSD uses its SBLT, PTC, and ELAC committees to discuss and make suggestions for parental involvement policies which are then communicated to the district.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 char)

04, 5, 47

2012-13 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Parent Involvement Allocation	Once parents have made their suggestions in their site-based committees. The district makes allocations based on their suggestions. We are currently using parent involvement allocations providing ESL classes for district families in response to parent input.
Describe parent involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)	

District Parental Involvement Contact Information

Parental Involvement contact name	Lynn Kelso
Contact title	Support Program Specialist - Intervention
Contact email address (format abc@xyz.zyx)	lkelso@wpusd.k12.ca.us
Contact telephone number (format 999-999-9999)	916-645-6350

School Parental Involvement Policy Compliance Requirements

The Title I, Part A school-level parental involvement policy describes the means to carry out:
a) Involvement of parents in the development of the policy
b) School-parent compacts
c) Building of capacity for involvement of parents
d) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

2012-13 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact Email Address (format abc@xyz)	Parental Involvement Contact Telephone Number (format 999-999-9999)
First Street	6117493	Y		Y		Lauren Quinn	Parent	lquinn@wpusd.k12.ca.us	916-645-5135
Sheridan	6031363	Y		Y		Angela Button	President of PTC	abutton@wpusd.k12.ca.us	530-633-2591
Creekside Oaks Elementary	6098610	Y		Y		Scott Pickett	Principal	spickett@wpusd.k12.ca.us	916-645-6380
Glen Edwards Middle	6108351	Y		Y		Sandy McFarlin	Parent	Sandy_McFarlin@hotmail.com	916-300-3234
Phoenix High (Continuation)	3130036	Y		Y		Michael Doherty	Principal	mdoherty@wpusd.k12.ca.us	916-645-6395

Th's 4

2012-13 Title II, Part A School Class Size Reduction Report

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire highly qualified teachers to reduce class size.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA Teacher Count
Carlin C. Coppin Elementary	6085252	0	0	0
Creekside Oaks Elementary	6098610	0	0	0
First Street	6117493	0	0	0
Foskett Ranch Elementary	0108514	0	0	0
Glen Edwards Middle	6108351	0	0	0
Lincoln Crossing Elementary	0113068	0	0	0
Lincoln High	3134657	0	0	0
Phoenix High (Continuation)	3130036	0	0	0
Sheridan	6031363	0	0	0
Twelve Bridges Elementary	0106443	0	0	0
Twelve Bridges Middle	0111385	0	0	0

4.5.13

2012-13 Title III, Part A LEP Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov , 916-323-5838

School Name	School Code	Enrollment	Flagged for LEP Participation	English Learner Students Served	Participation Explanation (max 500 char)
Community Christian Schools	7089469	46	N	0	

4.5.14

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:
Williams Uniform Quarterly Complaint Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

One component of the Williams Settlement Legislation requires each district to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional material, teacher vacancies and misassignments, and emergency or urgent facilities issues.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the results of the Williams Uniform Complaint report.

wp/rk/factform

PCOE
GOLD IN EDUCATION
Gayle Garbolino-Mojica
County Superintendent of Schools

PLACER COUNTY OFFICE OF EDUCATION
Gayle Garbolino-Mojica, County Superintendent of Schools
360 Nevada Street
Auburn, CA 95603

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)(e)]

District: Western Placer Unified School District

Person completing this form: Rosemary Knutson

Title: Secretary

Quarterly Report Submission Date: *(Check one)*

- ☐ April — *Due: April 30th*
- ☒ July — *Due: July 31st*
- ☐ October — *Due: October 31st*
- ☐ January — *Due: January 31st*

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 6/18/13

☒ No complaints were filed with any school in the district or with a district official during the quarter indicated above.

☐ Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-		
Teacher Vacancy or Misassignment	-0-		
Facilities Conditions	-0-		
CAHSEE Intensive Instruction & Services	-0-		
TOTALS	-0-		

Scott Leaman
Print Name of District Superintendent

Signature of District Superintendent

June 13, 2013
Date

Please submit to: Diane Edwards, Executive Assistant to the County Superintendent of Schools
Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-5941 / Fax: (530) 886-5841

H.6.1

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:

Approve Agreement for Fiscal Budget Services Between School Services of California, Inc., and WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Funds

MEETING DATE:

June 18, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

School Services of California, Inc., is specially trained to provide assistance regarding topics of school finance, legislation, school budgeting and general fiscal issues. The attached agreement authorizes School Services of California, Inc., to continue to provide fiscal budget services to Western Placer Unified School District through the 2013-14 school year. The contract is for a fixed annual cost of $2,460, an increase from this current year of $210. The rate has not increased since 2009-10.

RECOMMENDATION:

Administration recommends the Board ratify the agreement for fiscal budget services between School Services of California, Inc., and Western Placer Unified School District.

4.7

Client # 0027550 / S10 P.O.#

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2013.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

   b. The option of receiving information on Consultant's website regarding major school finance and policy issues

   c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

   d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance, fiscal analysis for purposes of collective bargaining, legislative representation or advocacy, appearance as an expert witness, provision of depositions or declarations for district legal issues, or, major customized research projects or studies

   e. Preliminary school district calculation of the base revenue limit using the online base revenue limit calculator on the Consultant's website for use in determining the base revenue limit soon after the budget is adopted based on the major annual school finance legislation

f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay the Consultant for services rendered under this Agreement:

   a. $2,460 annually, plus expenses, or payable at $205 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant

   b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

3. The term of this contract shall be for the period of one year, beginning July 1, 2013, and terminating June 30, 2014. This Agreement may be terminated prior to June 30, 2014, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: 6/13/13
Western Placer Unified School District

BY: _____ DATE: June 3, 2013
JOHN D. GRAY
President
School Services of California, Inc.

Public

Hearing

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:

Public Hearing on 2013-14 Western Placer Unified School District Budget

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:

Included in Budget Adoption Back Up

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 18, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

This hearing has been advertised in at least one local newspaper as required by law and notice was posted at least 72 hours in advance. The proposed budget was made available for public inspection at the District office and online at least 72 hours in advance.

RECOMMENDATION:

Administration recommends the Board hold a public hearing regarding the proposed 2013-14 Annual Budget.

7.1

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

2013-14 Budget Adoption

Lincoln High School
Performing Arts Theater
790 J Street, Lincoln CA
June 18, 2013
7:00 P.M.

Notice is hereby given that the Board of Trustees of the Western Placer Unified School District shall hold a Public Hearing at which the governing Board shall take testimony from the public, discuss and approve or disapprove the 2013-14 proposed budget.

The proposed budget will be available for public inspection 3 days prior to the date set for the hearing. The proposed Budget will be available for public inspection at 600 Sixth Street, Suite 400, Lincoln, California, during regular business working hours.

Posted: June 13, 2013

7.1.1

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:
Public Hearing on 2013 School Facility Needs Analysis and Justification Study (SFNA)

AGENDA ITEM AREA:
Public Hearing

REQUESTED BY:
Heather Steer, Facilities Coordinator

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:
Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must annually complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

The 2013 SFNA calculates justification for the District to begin collecting Level II Fees of $4.06 per square foot of conditioned living space for residential construction outside the boundaries of any existing Mello-Roos District.

Per California Government Code 66016-66018.5, prior to adoption of the study, the Board of Trustees must hold a public hearing. At this public hearing the Board shall take testimony from the public, discuss, approve or disapprove the proposed study and the recommendations within it. This public hearing was noticed in the local newspaper and notices were posted 72 hours in advance of the hearing.

The Level II fee goes into effect immediately after adoption by the Board of Trustees.

RECOMMENDATION:
Administration recommends the Board hold a public hearing regarding the 2013 School Facility Needs Analysis and Justification Study.

SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY

for the

WESTERN PLACER UNIFIED SCHOOL DISTRICT

April 2013

Prepared by
School Facility Consultants

DRAFT

7.2.1

SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY

for the

WESTERN PLACER UNIFIED SCHOOL DISTRICT

April 2013

Prepared for
Western Placer Unified School District
600 6th Street, Fourth Floor
Lincoln, CA 95648
(916) 645-6350

Prepared by
School Facility Consultants
1303 J Street, Suite 500
Sacramento, CA 95814
(916) 441-5063

DRAFT
7.2.2

Table of Contents

Executive Summary..... 1
Introduction..... 2

I. Authority to Collect Level II and Level III Fees..... 3
A. Eligibility for State Funding for New Construction..... 3
B. Adoption of School Facility Needs Analysis and Justification Study..... 3
C. Criteria in Government Code Section 65995.5(b)(3)(A-D)..... 3

II. Amount of Level II and Level III Fees..... 4
A. Allowable Cost for New School Facilities..... 4
(1) Number of Unhoused Students..... 4
(2) Allowable Grant Costs..... 7
(3) Allowable Site Acquisition and Development Costs..... 8
(4) Local Funds Dedicated to School Facilities Necessitated by Future Development..... 9
(5) Total Allowable School Facility Cost for Level II Fees..... 10
B. Amount of Level II Fee..... 10
C. Amount of Level III Fee..... 11

III. Findings and Recommendations..... 12
A. Findings..... 12
(1) Government Code Section 66001(a)(1) – Purpose of the Fee..... 12
(2) Government Code Section 66001(a)(2) – Use of the Fee..... 12
(3) Government Code Section 66001(a)(3) – Relationship Between Fee's Use and the Type of Project Upon Which the Fee is Imposed..... 12
(4) Government Code Section 66001(a)(4) – Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed..... 13
(5) Government Code Section 66001(b) – Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed..... 13
(6) Other Funding Sources..... 13
a) General Fund..... 13
b) State Programs..... 13
c) General Obligation Bonds..... 13
d) Parcel Taxes..... 14
e) Mello-Roos Community Facilities Districts..... 14
f) Surplus Property..... 14
g) Alternatives for Reducing Facility Costs..... 14
B. Recommendations..... 14

Appendix A. Calculation of Allowable Per-Pupil Grant Costs
Appendix B. Calculation of Allowable Per-Pupil Site Acquisition and Site Development Costs

DRAFT

7.2.3

Executive Summary

The Western Placer Unified School District is authorized to collect $4.06 per square foot of residential development pursuant to Government Code Section 65995.5 and $8.12 per square foot pursuant to Government Code Section 65995.7 (also known as Level II and III fees, respectively).

The District meets the eligibility requirements in Government Code Section 65995.5(b) regarding the collection of Level II and III fees. The dollar amounts of the fees are based on the following facts and projections:

1. The student generation rate of residential housing units projected to be built in the District, calculated in accordance with Government Code Section 65995.6(a), is 0.405 for single-family units and 0.638 for multi-family units.
2. This report estimates the number of new residential housing units subject to Level II and Level III fees projected to be built in the District over the next five years is 3,151 single-family and 382 multi-family units.
3. Multiplying the appropriate terms in (1) and (2) shows that future single- and multi-family residential development is projected to add 968 K-6 students, 205 7-8 students and 347 9-12 students.
4. The District has zero excess pupil capacity at the K-6 and 9-12 grade levels available for pupils generated by future residential development even when accounting for capacity added through the construction of the Twelve Bridges Elementary School, Foskett Ranch Elementary School, Lincoln Crossing Elementary school, Twelve Bridges Middle School, Lincoln High School Addition projects and the inclusion of capacity provided by relocatable classrooms on various campuses. At the 7-8 grade levels the District has 204 seats available for students generated by future residential development.
5. The total number of unhoused pupils generated by future development equals 968 K-6 students, one 7-8 student and 347 9-12 students from future single- and multi-family residential development.
6. The per-pupil allowable costs for the Level II fee equation equal $18,643, $19,698 and $28,176 for elementary, middle and high school students, respectively. These figures are equal to the per-pupil grant amounts in the State School Facility Program plus allowable per-pupil site development and site acquisition costs calculated pursuant to Government Code Section 65995.5(c) and 65995.6(h).
7. Total allowable costs for the Level II fee equation equal $27,843,194 (unhoused students generated by future development times the appropriate allowable per-pupil cost).
8. The total amount of residential square footage projected to be built in the District over the next five years is 6,865,325 square feet, based on an average square footage of 2,059 square feet for single-family units and 988 square feet for multi-family units projected to be built in the District and subject to Level II fees.
9. The District has no local funds available to dedicate to school facilities necessitated by future residential development.

As shown in the body of this Report, the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees (the nexus requirements).

End of Summary

DRAFT

7.24

Introduction

The purpose of this Report is to calculate the fee amount that the Western Placer Unified School District (District) is authorized to collect on residential development projects pursuant to Government Code Sections 65995.5 and 65995.7. *School Facility Consultants* has been retained by the District to conduct the analysis and prepare this Report.

State law gives school districts the authority to charge fees on new residential developments if those developments generate additional students and cause a need for additional school facilities. All districts with a demonstrated need may collect fees pursuant to Education Code Section 17620 and Government Code Section 65995 (referred to as Level I fees). Level I fees are currently capped at $3.20 per square foot of new residential development. Government Code Sections 65995.5 and 65995.7 authorize districts to collect fees (referred to as Level II and Level III fees) in excess of Level I fees, provided that the districts meet certain conditions. Government Code Section 66001 requires that a reasonable relationship exist between the amount and use of developer fees and the developments on which they are to be charged.

This Report is divided into three sections. The first summarizes the specific requirements in State law regarding Level II and Level III fees and establishes the District's authority to collect them. The second calculates the dollar amounts of Level II and Level III fees that the District is authorized to collect. The third explains how the District satisfies the requirements of Government Code Section 66001 with respect to Level II and III fees, summarizes other potential funding sources for school facilities, and presents recommendations regarding the collection of developer fees.

End of Section

DRAFT

7.2.5

I. Authority to Collect Level II and Level III Fees

State law establishes several requirements in order for school districts to collect Level II fees. Specifically, districts must: (1) apply to the State Allocation Board and be deemed eligible for State funding for new school construction, (2) adopt a school facility needs analysis and justification study, and (3) satisfy at least two of the four criteria set forth in Government Code Section 65995.5(b)(3)(A-D).

The general conditions required for collecting Level III fees are the same as those for Level II fees. Before districts can collect Level III fees, however, the State Allocation Board must no longer be approving apportionments for new construction pursuant to Article 5 (commencing with Section 17072.20) of Chapter 12.5 of Part 10 of the Education Code.

The District satisfies the three conditions listed above in the following ways.

A. Eligibility for State Funding for New Construction

The District has been deemed eligible to receive State funding for construction of new school facilities as outlined in Government Code Section 65995.5(b)(1). The District's most recent eligibility approval was at the November 4, 2009, meeting of the State Allocation Board.

B. Adoption of School Facility Needs Analysis and Justification Study

This Report meets the requirements of Government Code Section 65995.6 for a School Facility Needs Analysis and Justification Study, that is, a study that shall "determine the need for new school facilities for unhoused pupils that are attributable to projected enrollment growth from the development of new residential units over the next five years." By adopting this study, the District will satisfy this requirement.

C. Criteria in Government Code Section 65995.5(b)(3)(A-D)

The District meets the criterion outlined in 65995.5(b)(3)(C) in that it has issued debt equal to at least 30% of its bonding capacity.

The District also meets the criterion outlined in 65995.5(b)(3)(D), that is, that at least twenty percent of a district's classrooms are relocatable. According to the District's current Office of Public School Construction Form SAB 50-02, 46.53 percent (67 out of 144) of the total classrooms in the District are relocatable. The District has also added capacity through the construction of Twelve Bridges Elementary School (30 permanent teaching stations), Foskett Ranch Elementary School (29 permanent teaching stations), Foskett Ranch Elementary Addition (two modular teaching stations), Lincoln Crossing Elementary School (27 permanent teaching stations), Twelve Bridges Middle School (39 permanent teaching stations), Lincoln High School Addition (five modular teaching Stations) and the addition of 22 relocatable classrooms on various campuses. Including these projects in the District's capacity indicates that 29.9 percent (89 out of 298) of the total classrooms in the District are relocatable.

End of Section

DRAFT

7.2.16

II. Amount of Level II and Level III Fees

State law outlines the method by which Level II fees are calculated. The intent of the law is that the Level II fee represents half the cost of providing new school facilities, as defined in the State School Facility Program. The methods defined in State law for calculating the Level II fee, however, underestimate the District's true cost of providing school facilities. Additional sources of funds are necessary to fully fund the facilities that are required as a result of new development and the generation of students from such development activity within the District.

The Level II fee is calculated by (1) determining the allowable cost for new school facilities as outlined in the State School Facility Program, and (2) dividing that cost by the amount of new residential square footage projected to be built in the District over the next five years.

A. Allowable Cost for New School Facilities

State law prescribes the following process for calculating the allowable cost for new school facilities:

(1) determine the number of unhoused students attributable to future residential development;
(2) multiply the number of unhoused students by the per-pupil grant costs of new elementary, middle, or high schools as outlined in Education Code Section 17072.10;
(3) determine the amount of site acquisition and development costs to be included as allowed by Government Code Section 65995.5(h); and
(4) subtract the amount of local funds dedicated to school facilities necessitated by future residential development from the sum of (2) and (3).

1) Number of Unhoused Students

The number of unhoused students generated by future development equals the total number of students generated by future development minus the District's existing excess pupil capacity.

As required by Government Code Section 65995.6(a), this Report estimates the number of students generated by new development based on the historical student generation rates of residential units constructed during the previous five years.

This Report estimates the number of students that will be generated by each new single- and multi-family housing unit by (1) counting the number of students in the District who live in housing units constructed between January 2008 and December 2012, and (2) dividing that number by the total number of housing units constructed

DRAFT
7.2.7

over the same time period. This Report uses Placer County Assessor data to derive the housing counts and a District-provided student list to derive the student counts.

Addresses for units that paid developer fees from January 2013 to the present date are not used in the calculation because (1) student address files may not reflect residents' address changes for approximately one year, (2) students who have moved from a nearby district may continue to attend their previous school until the end of the school year and (3) units listed may not have been completed and occupied by the time the student address list was compiled.

It is noted that student generation rates are a calculation of students per residential unit at any one moment in time. Therefore, student generation rates are constantly changing based on increases and decreases in enrolled students and the number of residential units within the District at the time of calculation. As such, the District should be cautious with regards to using student generation rates for long-term planning and development and should adjust such planning and development based on updated student generation rates that are more in line with the current conditions at the time of evaluation.

Table 1-1 summarizes the student generation rates for single- and multi-family units.

Table 1-1
Student Generation Rates

Grade Group	Single-Family	Multi-Family
K-6	0.257	0.413
7-8	0.056	0.075
9-12	0.092	0.150
Total	**0.405**	**0.638**

This report estimates that 3,151 single-family units and 382 multi-family units subject to Level II and Level III fees will be built in the District within the next five years. These estimates do not include residential units that are projected to be built within a school district Community Facilities District (CFD), as CFD units are not charged Level II fees and Level III fees.

Table 1-2 shows the total number of students projected to enter the District from new housing units subject to Level II and Level III fees built over the next five years.

(Continued on the next page)

DRAFT
7.2.8

Table 1-2
Students Generated by Future Development

	K-6 Students	7-8 Students	9-12 Students
Single-Family	0.257 x 3,151 = 810	0.056 x 3,151 = 176	0.092 x 3,151 = 290
Multi-Family	0.413 x 382 = 158	0.075 x 382 = 29	0.150 x 382 = 57
Total	**968**	**205**	**347**

In determining how many of the students in Table 1-2 are unhoused, the District must consider any existing excess capacity. State law requires districts to calculate their total pupil capacity according to the method described in Section 17071.10 of the Education Code. As stated on the District's current Office of Public School Construction Form SAB 50-02, the District's pupil capacity, as calculated pursuant to Education Code Section 17071.10 is 1,325 in grades K-6, 567 in grades 7-8 and 675 in grades 9-12. These capacities are inclusive of the Special Day Class capacity identified on the District's Office of Public School Construction Form SAB 50-02 and include an adjustment for the Substantial Enrollment Requirement. In addition to the capacity reflected on the District's Form SAB 50-02, the District has added capacity through the State School Facility Program funding and construction of Twelve Bridges Elementary School (738 K-6 seats), Foskett Ranch Elementary School (713 K-6 seats), Foskett Ranch Elementary Addition (22 K-6 seats), Lincoln Crossing Elementary (663 K-6 seats) and Twelve Bridges Middle School (313 K-6 seats and 685 7-8 seats), Lincoln High School Addition (135 9-12 seats) and the addition of relocatable classrooms (597 K-12 seats) on various campuses.

At the K-6 grade group, the District has 69 seats of existing excess capacity (see Table 1-3). However, pupils from existing development will require all 69 spaces of this existing capacity (total five-year K-6 enrollment growth [1,272 pupils] based on the District's enrollment projection model, minus 968 K-6 pupils generated by future residential development [see Table 1-2, 3,151 new single-family units times K-6 Student Generation Rate {0.257} equals 810, plus 382 new multi-family units times K-6 Student Generation Rate {0.413} equals 158, for a total of 968 pupils] equals 304 pupils from existing development). The District therefore has no excess capacity available for K-6 pupils generated by future development, and all K-6 pupils listed in Table 1-2 are defined as unhoused.

At the 7-8 grade group, the District has 358 seats of existing excess capacity (see Table 1-3). However, pupils from existing development will require 154 spaces of this existing capacity (total five-year 7-8 enrollment growth [359 pupils] based on the District's enrollment projection model, minus 205 7-8 pupils generated by future residential development [see Table 1-2, 3,151 new single-family units times the 7-8 Student Generation Rate {0.056} equals 176, plus 382 new multi-family units times the 7-8 Student Generation Rate {0.075} equals 29, for a total of 205 pupils] equals 154 pupils from existing development). The District therefore has 204 seats of existing excess capacity available for pupils generated by future development.

DRAFT
7.29

At the 9-12 grade group, the District's 2012/13 enrollment is greater than the 9-12 pupil capacity listed in Table 1-3, below: 1,564 pupils are enrolled in grades 9-12. Therefore, all 352 pupils listed in Table 1-2 are defined as unhoused.

Table 1-3
Existing Capacity

Grade Group	Current Capacity	2012/13 Enrollment	Existing Excess Capacity	Existing Capacity Available for Students from Future Development	Unhoused Students From Future Development
K-6	4,074	4,005	69	0	968
7-8	1,387	1,029	358	204	1
9-12	972	1,564	0	0	347
Total	**6,433**	**6,598**	**427**	**204**	**1,316**

2) Allowable Grant Costs

Table 1-4 shows the total allowable grant costs for new facilities. The per-pupil grant costs are taken from Education Code Section 17072.10 and include adjustments as required by Labor Code Section 1771.3 and Education Code Section 17074.56(a) (see Appendix A for details regarding grant cost funding).

Table 1-4
Allowable Grant Costs for Pupils Generated from Future Residential Development

Grade Group	Per-Pupil Grant Cost	Number of Unhoused Students	Total Grant Cost
K-6	$11,278.00	968	$10,917,104.00
7-8	$11,575.50	1	$11,575.50
9-12	$14,114.00	347	$4,897,558.00
Total	**N/A**	**1,316**	**$15,826,237.50**

The per-pupil grant does not include all cost items that the local community may deem important to meeting the quality of facilities in the District. Because the per-pupil grants do not address certain costs, the actual funding will likely not be adequate to fund school facilities to the quality and level required by the District. Therefore, the final calculation of Level II fees will likely understate the funding required by the District.

DRAFT
7.2.10

3) Allowable Site Acquisition and Development Costs

Table 1-5 shows the per-pupil site acquisition and development costs for elementary, middle and high school students. The site sizes for the District's elementary, middle and high school cost models are based on acreage amounts that are consistent with the guidelines in the "School Site Analysis and Development Handbook" published by the California State Department of Education (CDE).

Site acquisition costs for the District's planned elementary, middle and high school cost model projects are based on (1) per acre land prices from recent appraisals of future school sites and future land acquisition costs estimated by District administrators, and (2) applicable increases pursuant to Section 1859.74 of Title 2 of the California Code of Regulations for appraisals, surveys, site testing, CDE review/approval, preparation of the POESA and PEA and DTSC cost for review, approval and oversight of the POESA and the PEA.

Site development costs for elementary, middle and high school projects are consistent with the guidelines in Government Code Section 65995.5(h). For more detail regarding site acquisition and site development cost estimates, see Appendix B.

Table 1-5
Calculation of Per-Pupil Site Acquisition and Development Costs

Grade Group	Per-Pupil Site Acquisition Costs	Per-Pupil Site Development Costs	Per-Pupil Acquisition and Development Costs
K-6	$4,500	$10,230	$14,730
7-8	$6,570	$9,675	$16,245
9-12	$12,840	$15,284	$28,124

Pursuant to Government Code Sections 65995.5(c) and 65995.5(h), the allowable cost for site acquisition and development is calculated by (1) multiplying the per-pupil cost by one-half and (2) multiplying that result by the number of unhoused elementary, middle and high school students. Table 1-6 shows the total allowable site acquisition and development costs.

(*Continued on the next page*)

DRAFT
7.2.11

Table 1-6
Allowable Site Acquisition and Development Costs

Grade Group	One-Half of Per-Pupil Costs	Number of Unhoused Students from Future Development	Allowable Cost
K-6	$7,365.00	968	$7,129,320.00
7-8	$8,122.50	1	$8,122.50
9-12	$14,062.00	347	$4,879,514.00
Total	**N/A**	**1,316**	**$12,016,956.50**

4) Local Funds Dedicated to School Facilities Necessitated by Future Development

The District has no funds dedicated to school facilities necessitated by future development. All District funds available for additional school facilities are required to provide facilities for existing unhoused students.

In addition, the District has no surplus property that could be used for a school site or that is available for sale to finance school facilities.

According to District administrators, the amount of funds currently available in the District's capital facility accounts totals approximately $5.5 million. Portions of these amounts are reserved for debt service related to the construction of school projects included in the capacity figures outlined in Table 1-3 and other amounts are set aside for modernization projects.

As outlined in Table 1-7, the District currently has 592 9-12 students that are unhoused.

Table 1-7
Existing Unhoused Pupils

Grade Group	Current Capacity	2012/13 Enrollment	Existing Unhoused Pupils
K-6	4,074	4,005	0
7-8	1,387	1,029	0
9-12	972	1,564	592
Total	**6,433**	**6,598**	**592**

Table 1-8 summarizes the cost of providing school facilities for existing unhoused pupils. Table 1-8 reflects the District's anticipated per-pupil costs for the

DRAFT
7.2.12

construction of facilities to house the Existing Unhoused Pupils identified in Table 1-7 above.

Table 1-8
Cost of Providing School Facilities for Existing Unhoused Students

Grade Group	Existing Unhoused Pupils	Per-Pupil Grant Costs	Per-Pupil Site Acquisition and Development Costs	Total Cost
K-6	0	$22,556	$14,730	$0
7-8	0	$23,151	$16,245	$0
9-12	592	$28,228	$28,124	$33,360,384
Total	**592**	**N/A**	**N/A**	**$33,360,384**

Comparing all of the funds in the District's capital facility accounts ($5.5 million) to the cost of providing school facilities for existing unhoused students ($33,360,384) demonstrates that all District funds available for the construction of new facilities are required to provide facilities for existing unhoused students.

5) Total Allowable School Facility Cost for Level II Fees

Table 1-9 shows the total allowable cost for Level II fees for K-6, 7-8 and 9-12 students from future residential development.

Table 1-9
Total Allowable Cost for Level II Fees

Category	Amount
SFP Grant	$15,826,237.50
Site Acquisition and Development	$12,016,956.50
Less Local Funds	N/A
Total	**$27,843,194.00**

B. Amount of Level II Fee

The Level II fee is calculated by dividing the total allowable cost by the amount of new residential square footage projected to be built in the District over the next five years.

As stated in Section II.A.1. above, over the next five years, 3,151 single-family units and 382 multi-family units that will be subject to Level II and Level III fees are projected to be built in the District. This report estimates that new housing units in the District will have an average square footage of 2,059 and 988 for single- and multi-family units, respectively. Multiplying the average square footage by number of units projected

DRAFT
7.2.13

produces a total of 6,865,325 square feet of new residential development to be built in the next five years. Dividing this total square footage into total allowable cost results in a Level II fee of $4.06 per square foot of new residential development.

The calculation of Level II fees, in accordance with the formulas provided in the statutes, will likely be understated when measured against the actual calculation of costs due to the limited inclusion of cost categories to determine actual costs per student and the fluctuating student generation rates. The District needs to account for these issues when conducting a revenue/cost analysis utilizing the calculated Level II fee.

C. Amount of Level III Fee

Under certain circumstances, State law allows school districts to charge a fee higher than a Level II fee if: (1) the district meets the requirements for Level II fees and (2) the State Allocation Board is no longer approving apportionments for new construction pursuant to Article 5 (commencing with Section 17072.20) of Chapter 12.5 of Part 10 of the Education Code. In the District's case, this higher fee, referred to as a Level III fee, can be no more than twice the Level II fee. The maximum Level III fee the District is authorized to charge, therefore, is $8.12 per square foot of new residential development.

As of the writing of this report, Level III fees have been suspended pending the passage of a State-wide voter approved bond measure for school facilities in November 2014. If a State-wide school facilities bond measure is not placed on the November 2014 ballot by August 31, 2014, the suspension of Level III fees would be lifted as of September 1, 2014.

End of Section

DRAFT

7.2.14

III. Findings and Recommendations

This Section (1) shows that the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees, (2) summarizes other potential funding sources for the District's capital projects, and (3) presents recommendations regarding the collection of developer fees.

A. Findings

(1) Government Code Section 66001(a)(1)—Purpose of the Fee

The purpose of collecting Level II and III fees on residential development is to acquire funds to construct or reconstruct school facilities for the students generated by future residential developments.

(2) Government Code Section 66001(a)(2)—Use of the Fee

The District use of the fee will involve constructing and/or reconstructing new elementary, middle and high school campuses and/or additional permanent facilities on existing elementary, middle, and high school campuses. In addition, the District may build other school related facilities or purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from Level II and III fees collected on residential development may be used to pay for all of the following:
(1) land (purchased or leased) for school facilities,
(2) design of school facilities,
(3) permit and plan checking fees,
(4) construction or reconstruction of school facilities,
(5) testing and inspection of school sites and school buildings,
(6) furniture for use in new school facilities, and
(7) interim school facilities (purchased or leased) to house students generated by future development while permanent facilities are being constructed.

(3) Government Code Section 66001(a)(3)—Relationship Between Fee's Use and the Type of Project Upon Which the Fee is Imposed

All types of new residential development—including but not limited to single- and multi-family units in new subdivisions and in "in-fill" lots, single- and multi-family units in redevelopment projects, single- and multi-family units that replace demolished units (to the extent that the new units are larger than the demolished units), additions of residential space to existing single- and multi-family units, manufactured homes, mobile homes, and condominiums—are projected to cause new families to move into the District and, consequently, generate additional students in the District. As shown earlier in this Report, sufficient school facilities do not exist

DRAFT

7.2.15

for these students. All types of new residential development, therefore, create a need for additional school facilities. The fee's use (acquiring school facilities) is therefore reasonably related to the type of projects (new residential developments) upon which it is imposed.

(4) Government Code Section 66001(a)(4)—Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed

The District is currently operating over capacity, that is, the District has no available capacity to house additional students. Future residential development in the District will generate additional students and, consequently, a need for additional school facilities. A relationship exists, therefore, between the District's need to build additional school facilities and new residential development projects.

(5) Government Code Section 66001(b)—Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed

This Report concludes that the methods prescribed by the State law for estimating school facility construction costs, and for calculating the Level II and Level III fees, supports the establishment of Level II and Level III fees which, when collected, will contribute to the District's cost of constructing and reconstructing school facilities to house students generated by future residential construction.

(6) Other Funding Sources

The following is a review of other potential funding sources for constructing school facilities:

a) General Fund
The District's General Fund budget is typically committed to instructional and day-to-day operating expenses and not used for capital outlay uses, as funds are needed solely to meet the District's non-facility needs.

b) State Programs
The District has applied for and received State funding for construction of new school facilities under the 1998 Leroy F. Greene School Facility Program. Even projects funded at 100 percent of the State allowance, however, often experience a shortfall between State funding and the District's actual facility needs. State funds for deferred maintenance may not be used to pay for new facilities. State law prohibits use of lottery funds for facilities.

c) General Obligation Bonds
School districts can, with the approval of either two-thirds or 55 percent of its voters, issue general obligation bonds that are paid for out of property taxes.

DRAFT
7.2.16

d) Parcel Taxes
Approval by two-thirds of the voters is required to impose taxes that are not based on the assessed value of individual parcels. While these taxes have been occasionally used in school districts, the revenues are typically minor and are used to supplement operating budgets.

e) Mello-Roos Community Facilities Districts
This alternative uses a tax on property owners within a defined area to pay long-term bonds issued for specific public improvements. Mello-Roos taxes require approval from two-thirds of the voters (or land owners if fewer than 12) in an election.

f) Surplus Property
The District has no properties that could be sold to create a significant source of capital outlay funds.

g) Alternatives for Reducing Facility Costs
Alternatives to reducing facility costs, which have been used and/or explored by the District, include additional portable classrooms, joint-use of facilities, multi-track-year-round education, and other measures. These options remain available to the District in the future.

B. Recommendations

Based on the findings outlined above, it is recommended that the Board of Trustees, as provided for in Government Code Sections 65995.5 and 65995.7, approve a resolution to levy Level II and Level III fees on future residential development in the amounts of $4.06 and $8.12 per square foot, respectively.

End of Report

DRAFT
7.2.17

Appendix A

Calculation of Allowable Per-Pupil
Grant Costs

DRAFT
7.2.18

Appendix A
Calculation of Allowable Per-Pupil Grant Costs

The per-pupil grant costs, calculated per the provisions of Government Code Section 65995.5(c)(1), include the School Facility Program (SFP) grants outlined in Education Code Section 17072.10, fire alarm and sprinkler grants mandated by Education Code Section 17074.56(a) and funding for Prevailing Wage Monitoring and Enforcement Costs as required by Labor Code Section 1771.3 and provided by the Department of Industrial Relations' Compliance Monitoring Unit (CMU).

Table A-1 increases the SFP base grant amounts by per-pupil grant increases mandated by SB 575 (fire alarm and sprinkler grants). For each of the District's cost models below, Table A-1 dollar amounts will be used in determining the CMU per-pupil grant increases for each grade grouping. The sum of SFP base grant amounts, per-pupil grant increases mandated by SB 575 and CMU per-pupil grant increases, will be used in calculating the District's Level II/III fees.

Table A-1
SFP Per-Pupil Grants Plus Fire Alarm/Sprinkler Funding

Grade Group	K-6	7-8	9-12	Non-Severe Special Day Class	Severe Special Day Class
SFP Grant	$9,751	$10,312	$13,119	$18,321	$27,396
SB 575 Fire Alarm Grant	$11	$17	$26	$34	$51
SB 575 Sprinkler Grant	$164	$195	$202	$347	$518
50% Total Grant	**$9,926**	**$10,524**	**$13,347**	**$18,702**	**$27,965**
100% Total Grant	**$19,852**	**$21,048**	**$26,694**	**$37,404**	**$55,930**
Regular Pupil Adjustment*	$17,384	$18,777	$24,169	n/a	n/a
Non-Severe SDC Adjustment**	$3,688	$3,452	$2,630	n/a	n/a
Severe SDC Adjustment***	$1,437	$873	$1,359	n/a	n/a
100%	**$22,509**	**$23,102**	**$28,158**	**n/a**	**n/a**

*Based on the percentage of Non-Special Day Class Students currently enrolled in the District.
** Based on the percentage of Non-Severe Special Day Class Students currently enrolled in the District.
***Based on the percentage of Severe Special Day Class Students currently enrolled in the District.

Estimated total funding for the K-12 cost models in Table A-2 equals the new per-pupil base grants calculated above added to the per-pupil site development figures calculated in Appendix B, multiplied by the pupil capacity of each K-12 cost model. Table A-2 then calculates the total CMU grant and per-pupil CMU grant additions for the K-12 cost models.

DRAFT
7.2.19

Table A-2
Calculation of Per-Pupil CMU Grant Additions

Grade Group	Per-Pupil Cost	Number of Pupils	Total Funding	Total CMU Grant	Per-Pupil CMU Grant
K-6	$37,239	800	$29,791,200	$37,239	$47
7-8	$39,347	1,000	$39,347,000	$49,184	$49
9-12	$56,282	500	$28,141,500	$35,176	$70

Table A-3 adds 50 percent of the per-pupil CMU grant addition calculated in Table A-2 to the totals calculated in Table A-1 to determine the final per-pupil grants allowable for use in the Level II/III fee calculations.

Table A-3
Calculation of Final Per-Pupil Grant Costs by Grade Group

Grade Group	K-6	7-8	9-12
50% SFP Grant	$11,254.50	$11,551.00	$14,079.00
50% CMU Grant	$23.50	$24.50	$35.00
50% Total Grant	**$11,278.00**	**$11,575.50**	**$14,114.00**

DRAFT

7.2.20

Appendix B
Calculation of Allowable Per-Pupil Site Acquisition and Site Development Costs

Site Acquisition Costs for Elementary, Middle and High School Projects

The site sizes for the District's elementary, middle and high school cost models are based on acreage amounts that are consistent with the guidelines in the "School Site Analysis and Development Handbook" published by the California State Department of Education (CDE).

Site acquisition costs for the District's planned elementary, middle and high school cost model projects are based on (1) per acre land prices from recent appraisals of future school sites and future land acquisition costs estimated by District administrators, and (2) applicable increases pursuant to Section 1859.74 of Title 2 of the California Code of Regulations for appraisals, surveys, site testing, CDE review/approval, preparation of the POESA and PEA and DTSC cost for review, approval and oversight of the POESA and the PEA.

Table B-1
Calculation of Total Site Acquisition Cost

Grade Group	Site Acquisition Per Acre	Acreage	Total Site Acquisition Cost
New Elementary School	$300,000	12*	$3,600,000
New Middle School	$300,000	21.9**	$6,570,000
New High School	$300,000	21.4***	$6,420,000

*Based on 12 acres required for the District's Elementary Cost Model project with a student capacity of 800 K-6 pupils.
**Based on 21.9 acres required for the District's Middle School Cost Model project with a student capacity of 1,000 7-8 pupils.
***Based on 21.4 acres required for Phase I of the District's New Comprehensive High School Cost Model project with a student capacity of 500 9-12 pupils.

Table B-2 calculates the per-pupil site acquisition costs by grade grouping by taking the per-pupil site acquisition costs for all of the above cost models and calculating the average cost per grade group.

(Continued on the next page)

DRAFT
7.2.22

Table B-2
Calculation of Per-Pupil Site Acquisition Costs by Grade Grouping

K-6 Cost Models			
School	**Total Site Acquisition**	**K-6 Pupils**	**K-6 Per-Pupil Site Acq. Cost**
New Elementary School	$3,600,000	800	$4,500
		100% Cost	**$4,500**
7-8 Cost Models			
School	**Total Site Acquisition**	**7-8 Pupils**	**7-8 Per-Pupil Site Acq. Cost**
New Middle School	$6,570,000	1,000	$6,570
		100% Cost	**$6,570**
9-12 Cost Models			
School	**Total Site Acquisition**	**9-12 Pupils**	**9-12 Per-Pupil Site Acq. Cost**
New High School	$6,420,000	500	$12,840
		100% Cost	**$12,840**

Site Development Costs for a New Elementary School

Service site development, off-site development, and utilities costs for new District K-6 school cost model projects are based on State Allocation Board (SAB) approved Site Development Costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's Twelve Bridges and Lincoln Crossing Elementary School projects. The Twelve Bridges project was approved on August 27, 2003, and has had the allowable costs increased by 47.6 percent in accordance with adjustments to the Class B Construction Cost Index (CCI) of 1.47 in August 2003 to 2.17 in January 2013. The Lincoln Crossing project was approved on September 27, 2006, and has had allowable costs increased by 17.9 percent in accordance with adjustments to the Class B CCI from 1.84 in September 2006 to 2.17 in January 2013. These costs are as follows:

(Continued on the next page)

DRAFT

7.2.23

Table B-3
Site Development Costs for New K-6 Cost Model Project

Twelve Bridges K-6 Elementary School Project	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	$5,513,138
Class B CCI Adjustment (47.6%)	$2,624,254
Total	**$8,137,392**
Total Capacity	**738**
Per-Pupil Site Development Costs	**$11,026**
Lincoln Crossing K-6 Elementary School Project	**Site Development Costs**
Site Development Costs (Service Site, Off-Site and Utility Services)	$3,084,738
Class B CCI Adjustment (17.9%)	$552,168
Total	**$3,636,906**
Total Capacity	**663**
Per-Pupil Site Development Costs	**$5,486**
Total Combined Site Development Cost	**$11,774,298**
Total Combined Capacity	**1,401**
Average of District Per-Pupil Site Development Costs	**$8,404**

Estimated general site development costs for District K-6 school cost model projects are based on the average allowable general site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's next planned school projects. These costs are as follows:

Table B-4
General Site Development Costs for K-6 Cost Model Project

K-6 Cost Model Projects	Acres	Per-Acre Cost	Pupils	Per-Pupil Cost	Costs
K-6 School					
Per-Useable Acre General Site Cost	12	$31,692	n/a	n/a	$380,304
K-6 Per-Pupil General Site Cost	n/a	n/a	800	$1,351*	$1,080,800
Totals	**10**	**n/a**	**800**	**n/a**	**$1,461,104**
Average Per-Pupil General Site Development Cost**					**$1,826**

*Equals 6% of the K-6 per-pupil base grant amount of $22,509.
**Equals the totals of the General Site Costs, divided by the pupil capacity of the District's proposed K-6 projects (800 students).

The total anticipated Site Development Costs for District K-6 school cost model projects equals the per-pupil service site, off-site and utilities development cost for the District's K-6 school cost model projects, plus the average per-pupil general site development costs related to the District's K-6 school cost model projects. The following table illustrates the total per-pupil site development costs for future District K-6 school cost model projects.

DRAFT

7.2.24

Table B-5
Total Site Development Costs for K-6 Cost Model Project

K-6 Cost Model Projects	Costs
Average K-6 Per-Pupil Service Site, Off-Site and Utility Costs	$8,404
Average K-6 Per-Pupil General Site Development Costs	$1,826
Total K-6 Per-Pupil Site Development Cost	**$10,230**

Site Development Costs for a New Middle School

Service site development, off-site development, and utilities costs for a new District 7-8 cost model project are based on SAB approved Site Development Costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's Twelve Bridges Middle School. The Twelve Bridges project was approved on June 22, 2005, and has had allowable costs increased by 26.9 percent in accordance with adjustments to the Class B CCI from 1.71 in June 2005 to 2.17 in January 2013. These costs are as follows:

Table B-6
Site Development Costs for a New 7-8 Cost Model Project

Twelve Bridges Middle School	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	$5,973,312
Class B CCI Adjustment (26.9%)	$1,606,821
Total	**$7,580,133**
Total Capacity	**998***
Per-Pupil Site Development Cost	**$7,595**

*Equals the total capacity of the District's Twelve Bridges Middle School.

Estimated general site development costs for District 7-8 school cost model projects are based on the average allowable general site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's next planned school projects. These costs are as follows:

Table B-7
General Site Development Costs for 7-8 Cost Model Project

7-8 Cost Model Projects	Acres	Per-Acre Cost	Pupils	Per-Pupil Cost	Costs
7-8 School					
Per-Useable Acre General Site Cost	21.9	$31,692	n/a	n/a	$694,055
7-8 Per-Pupil General Site Cost	n/a	n/a	1,000	$1,386*	$1,386,000
Totals	**18**	**n/a**	**1,000**	**n/a**	**$2,080,055**
Average Per-Pupil General Site Development Cost**					**$2,080**

*Equals 6% of the 7-8 per-pupil base grant amount of $23,102.
**Equals the totals of the General Site Costs, divided by the pupil capacity of the District's proposed 7-8 projects (1,000 students).

DRAFT

7.2.25

The total anticipated Site Development Costs for District 7-8 school cost model projects equals the per-pupil service site, off-site and utilities development cost for the District's 7-8 school cost model projects, plus the average per-pupil general site development costs related to the District's 7-8 school cost model projects. The following table illustrates the total per-pupil site development costs for future District 7-8 school cost model projects.

Table B-8
Total Site Development Costs for 7-8 Cost Model Project

7-8 Cost Model Projects	Costs
Average 7-8 Per-Pupil Service Site, Off-Site and Utility Costs	$7,595
Average 7-8 Per-Pupil General Site Development Costs	$2,080
Total 7-8 Per-Pupil Site Development Cost	**$9,675**

Site Development Costs for a New High School

Service site development, off-site development, and utilities costs for a new District high school are based on the allowable per-pupil site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations for the Rocklin Unified School District's Liberty High School. This project was approved on May 3, 2005, and has had the allowable costs increased by 27.6 percent in accordance with adjustments to the Class B CCI from 1.70 in May 2005 to 2.17 in January 2013. These costs are as follows:

Table B-9
Site Development Costs for a New High School

Rocklin Unified School District's Liberty High School Project	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	$11,101,088
Class B CCI Adjustment (27.6%)	$3,063,900
Subtotal	**$14,164,988**
Per-Acre Site Development Cost*	**$300,743**
Acreage of District Cost Model Project	**21.4**
Total Site Development Cost for District Cost Model Project**	**$6,435,900**
Per-Pupil Site Development Cost***	**$12,872**

*Total site development costs, divided by the total acreage of the Liberty High project (47.1 acres).
**Represents the total acreage required for the District's cost model project (21.4 acres) multiplied by the Per-Acre Site Development Cost.
***Represents the Total Site Development Cost divided by the pupil capacity of the project (500 pupils).

Estimated general site development costs for District 9-12 school cost model project are based on the average allowable general site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's next planned school projects. These costs are as follows:

DRAFT
7.2.26

Table B-10
General Site Development Costs for 9-12 Cost Model Project

9-12 Cost Model Projects	Acres	Per-Acre Cost	Pupils	Per-Pupil Cost	Costs
New 9-12 School					
Per-Useable Acre General Site Cost	21.4	$31,692	n/a	n/a	$678,209
9-12 Per-Pupil General Site Cost	n/a	n/a	500	$1,056*	$528,000
Totals	**21.4**	**n/a**	**500**	**n/a**	**$1,206,209**
Average Per-Pupil General Site Development Cost**					**$2,412**

*Equals 3.75% of the 9-12 per-pupil base grant amount of $28,158.
**Equals the totals of the General Site Costs, divided by the total pupil capacity of the District's proposed 9-12 projects.

The total anticipated Site Development Costs for District 9-12 school cost model projects equals the per-pupil service site, off-site and utilities development cost for the District's 9-12 school cost model projects, plus the average per-pupil general site development costs related to the District's 9-12 school cost model projects. The following table illustrates the total per-pupil site development costs for future District 9-12 school cost model projects.

Table B-11
Total Site Development Costs for 9-12 Cost Model Project

9-12 Cost Model Projects	Costs
Average 9-12 Per-Pupil Service Site, Off-Site and Utility Costs	$12,872
Average 9-12 Per-Pupil General Site Development Costs	$2,412
Total 9-12 Per-Pupil Site Development Cost	**$15,284**

DRAFT
7.2.27

INFORMATION

DISCUSSION

ACTION

ITEMS

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:
SBAC Computer lab upgrade project

AGENDA ITEM AREA:
Action

REQUESTED BY:
Bob Lyons,
Director of Technology

ENCLOSURES:
Yes

DEPARTMENT:
Technology

FINANCIAL INPUT/SOURCE:
$ 30,290 - Gen Fund Tech Budget
$122,085 – SBAC/CCSS Funds

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

BACKGROUND:

The District is requesting cabling upgrades for computer labs at Carlin C. Coppin, Creekside Oaks, First Street, and Lincoln High School. This upgrade will rectify network issues identified during the Smarter Balanced Assessment Consortium (SBAC) pilot testing this past spring. This project was posted for public bidding.

The computer labs at Carlin C. Coppin, Creekside Oaks, First Street, and Lincoln High School room 5 all experienced slow and/or dropped Internet connections during the SBAC pilot test this year. This proposal includes new fiber optic cabling and Category 6 data cabling to the Creekside Oaks Elementary lab and Category 6 data cabling for computer labs at Carlin C. Coppin, First Street School, and Lincoln High School room 5. In addition, this proposal includes additional data cabling in the Lincoln HS and Coppin libraries and selected cable testing at Foskett Ranch, Lincoln Crossing, and Twelve Bridges Elementary and Middle Schools. This upgrade will increase the speed and reliability of the network as we prepare for the Smarter Balanced Assessment testing. After this upgrade, all district computer labs will be capable of the same network speed and capacity. The low cabling bidder was KS Telecom Inc. at $30,290 for the required items. Only Microsoft K12 Voucher eligible contractors were eligible to bid in the hopes additional K12 Voucher funding will be available.

Contingent upon one-time funding for SBAC/CCSS preparedness, contractors also submitted optional proposals for finishing the cabling at Carlin C. Coppin (nine classrooms and main office building) and Creekside Oaks (39 classrooms, library, multipurpose, and main office). The optional bid items KS Telecom Inc. totaled $122,085. The total overall bid of required and optional items by KS Telecom Inc. totaled $152,375, which was the low overall bid.

The Technology Department has budgeted for the cost of the required upgrade with the optional items budgeted from the possible one-time funding for SBAC/CCSS preparedness pending California State budget approval.

RECOMMENDATION:

Staff recommends the Board of Trustees approve KS Telecom Inc. as the low bidder for cabling upgrades at district sites.

BID RESULTS

Project Name: *WPUSD –Cabling Infrastructure Quote #2013-10*

Bids Due: 6/11/13 12:00 PM

Western Placer Unified School District
600 6th Street, Suite 400
Lincoln CA 95648

Company		Attachments	Lump Sum Bid
Allessandro Electric		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	Non-compliant Base bid- $52,978 Optional bid- $173,150 Total- $226,128.00
KS Telecom		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	compliant Base bid- $30,290 Optional bid- $122,085 Total- $152,375.00
Pinnacle Communication		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	compliant Base bid- $43,510.61 Optional bid- $115,059.59 Total- $158,570.20
Network Management		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	compliant Base bid- $41,887.08 Optional bid- $127,197.85 Total- $169,084.93

Company		Attachments	Lump Sum Bid
		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	
		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	
		☐ Designation of Subs ☐ Workers Compensation Certification ☐ Contact Information ☐ Bid bond ☐ Panduit Certifications ☐ Microsoft Voucher Certification ☐ Bids broken out by site & priority ☐ Printed Copy and 1 CD	

3.1.8

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:
Horizon Charter Petition Renewal

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
District Office

FINANCIAL INPUT/SOURCE:
Local Funds

MEETING DATE:
June 18, 2013

ROLL CALL REQUIRED:
No

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RECOMMENDED FINDINGS OF FACT

HORIZON CHARTER SCHOOL

Background:

On or about March 21, 2013, a charter school petition was submitted by Craig Heimbichner for Horizon Charter School ("Horizon").[1] The Petition seeks another five year term for Horizon which has been in operation since 1993.

[1] Mr. Heimbichner also submitted the related Partnerships for Student Centered Learning Charter School renewal petition at or about the same time. That petition is analyzed under a separate memorandum.

The District held a public hearing on the Petition on April 16, 2013. Additionally, District administrators and legal counsel have conducted a thorough review of the Petition for compliance with the requirements of the Charter Schools Act.

This document contains the final analysis and proposed findings of fact for Board consideration.

Standard of Review:

Education Code section 47605 sets forth the statutory requirements for the establishment of charter schools. A school district governing board may only deny a charter petition if one or more of the following findings are made:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

2. The Petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required by section 47605(a).

4. The petition does not contain an affirmation of each of the conditions described in section 47605(d).

5. The petition does not contain reasonably comprehensive descriptions of all of the 16 required elements of section 47605(b)(5)(A) through 47605(b)(5)(P).

Additionally, for renewal petitions Education Code section 47607(a)(3) requires that the District that granted the charter consider increases in pupil academic achievement as the most important factor in determining whether to grant a charter renewal and the renewal petition must meet Academic Performance Index (API) criteria delineated in section 47607(b).

A school district's findings for denial must be in writing. It is also a common practice that findings for approval of a petition are in writing, although not expressly required by statute.

Executive Summary:

Based upon a careful review of the Horizon Petition we believe the Petition should be approved based upon our analysis that:

A. The proposed charter school presents a sound educational program for the pupils to be enrolled in the charter school;

B. The petitioners are demonstrably likely to successfully implement the program set forth in the Petition;

C. The Petition contains the number of signatures required by section 47605(a);

D. The Petition contains an affirmation of each of the conditions described in section 47605(d); and

E. The Petition contains reasonably comprehensive descriptions of the 16 specific elements required by Education Code section 47605, subdivision (b)(5)(A) through (P).

F. The Petition provides adequate information regarding increases in pupil academic achievement for pupils served by the school as required by Education Code section 47607(a)(3) and (b). However, as discussed below the white subgroup of students failed to meet its Academic Performance Index (API) growth target in two of the last three years. This is a concern which should be addressed.

Analysis:

Requirement 1: Whether the charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

Overall, it appears the Petition presents a sound educational program for the pupils to be enrolled in the charter school. As discussed more fully below, the Petition contains a fairly detailed description of its program, an overview of the curriculum to be utilized by the school and addresses how special education students and English Language Learners ("ELL") will be served by the school.

The Petition describes the individualized learning plan developed for every student based upon Common Core Content Standards and the child's abilities, interests, and aptitudes. In addition to individualized learning and independent study, there will also be small group instruction, supplemental learning projections and project based learning. Horizon is WASC accredited and the Petition states that all its secondary courses are transferable to other public high schools and eligible to meet college entry requirements. Further, Horizon offers courses which meet the a-g admission criteria for the University of California and the California State University.

The Petition meets this requirement.

Requirement 2: Whether petitioners demonstrably unlikely to successfully implement the program set forth in the petition.

District business officials are satisfied with the proposed budget and financial information contained in the Petition. As stated above, the Petition adequately describes its educational program so that it appears demonstrably likely to successfully implement the program proposed in the Petition.

The Petition meets this requirement.

Requirement 3: Whether the petition contains an affirmation of each of the conditions described in Education Code section 47605(d).

Education Code section 47605, subdivision (d)(1) provides that a charter school petition must contain an affirmation that the charter school:

A. Shall be nonsectarian in its programs, admissions policies, employment practices and all other operations;

B. Shall not charge tuition;

C. Shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability; and

D. Shall not determine admission by the student's or parent's residence within this state.

The Petition meets this requirement.

Requirement 4: Whether the petition contains a reasonably comprehensive description of the 16 specific elements.

1. **Education Code section 47605(b)(5)(A)** requires *that a charter school petition contain a reasonably comprehensive description of the education program of the school.*

A thorough review of the Petition reveals that the Petition contains a reasonably comprehensive description of the education program of the School as required by Education Code section 47605((b)(5)(A). The Petition details the proposed program, their mission and vision, the model of delivery, etc. The Petition identifies its target population, identifies what it means to be an "educated person" in the 21st century, identifies how it will identify and respond to students with special needs, and includes details on measurable student outcomes and the method for measuring progress in meeting those outcomes.

2. **Education Code section 47605(b)(5)(B)** requires *that a charter school petition contain a reasonably comprehensive description of the measurable pupil outcomes.*

The Petition contains a description of the proposed pupil outcomes/standards. (See Petition, p. 32-34.) Proposed pupil outcomes include a 95% ADA; 95% or higher participation in standardized testing with increasing percentages of proficiency in math and English; 75% of ELL students enrolled for five years will achieve reclassification to Fluent English Proficiency; 95% of independent study students will achieve the goals set by their individualized education plan. Horizon will use standardized and standards-based assessments including CST, CMA, CAPA, CAHSEE and CELDT as well as mid-term exams, semester finals, and end of course exams for core academic courses. Outcomes will be tracked and monitored to the governing board and reported to the District each year. The Petition also addresses increases in pupil academic achievement.

3. **Education Code section 47605(b)(5)(C)** requires *that a charter school petition contain a reasonably comprehensive description of the method by which pupil progress in meeting those pupil outcomes is measured.*

The Petition contains a reasonably comprehensive description of assessments, data management, analysis and reporting. (Petition, p. 35-37.) STAR data is used at the beginning of the school year to understand the baseline achievement of students with numerous formative and summative assessments throughout the school year, including assessments specific to State Board adopted curricula and Standards Aligned curricula, benchmark assessments, online assessments and project-based assessments. The school uses "Action Learning's" benchmark testing to assess student progress on state standards but is exploring other options. The school also uses DataDirector as an assessment and monitoring system to guide instruction and integrate data from a variety of assessment sources to create reports on student achievement.

4. **Education Code section 47605(b)(5)(D)** requires *that a charter school petition contain a reasonably comprehensive description of the governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.*

The Petition contains a sufficient description of the governance structure. Horizon Charter School is a California non-profit public benefit corporation which operates autonomously from the District. (See p. 38 and Appendix E.) Horizon has its own seven member governing board which governs both Horizon Charter School and Partnerships for Student-Centered Learning charter school. Their

board is comprised of one WPUSD resident/charter parent, one community representative, one education community representative, and four additional charter school parents. Horizon also employs a chief executive officer and the Petition describes his/her essential duties and responsibilities. Their governing board will comply with the Brown Act, the California Public Records Act, and has adopted a conflict of interest code.

5. **Education Code section 47605(b)(5)(E)** requires *that a charter school petition contain a reasonably comprehensive description of the qualifications to be met by employees of the school.*

The Petition meets this requirement. All teachers will be properly credentialed and NCLB compliant.

6. **Education Code section 47605(b)(5)(F)** *requires that a charter school petition contain the procedures the school will follow to ensure the health and safety of pupils and staff, including the requirement that each employee of the school furnish the school with a criminal record summary.*

The Petition meets this requirement.

7. **Education Code section 47605(b)(5)(G)** *requires that a charter school petition contain 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 school district.*

Petition meets this requirement. The Petition contains an outreach plan which describes strategies to be used to ensure a diverse student population reflective of the general population of WPUSD.

8. **Education Code section 47605(b)(5)(H)** *requires that a charter school petition contain a reasonably comprehensive description of the admissions requirements, if applicable.*

The Petition meets this requirement.

9. **Education Code section 47605(b)(5)(I)** *requires that a charter school petition contain a reasonably comprehensive description of the manner in which annual, independent financial audits shall be conducted.*

The Petition meets this element.

10. **Education Code section 47605(b)(5)(J)** *requires that a charter school petition contain a reasonably comprehensive description of the procedures by which pupils can be suspended or expelled.*

The Petition meets this element.

11. **Education Code section 47605(b)(5)(K)** *requires that a charter school petition contain a reasonably comprehensive description of the manner by which staff members of the school will be covered by STRS, PERS, or federal social security.*

This element is satisfied.

12. **Education Code section 47605(b)(5)(L)** *requires that a charter school petition contain a reasonably comprehensive description of the public school alternatives for pupils who choose not to attend charter schools.*

This element is satisfied.

13. **Education Code section 47605(b)(5)(M)** *requires that a charter school petition contain a reasonably comprehensive description of the rights of any 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.*

This element is satisfied.

14. **Education Code section 47605(b)(5)(N)** *requires that a charter school petition contain a reasonably comprehensive description of the procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.*

This element is satisfied.

15. **Education Code section 47605(b)(5)(O)** *requires that a charter school petition contain a declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of EERA.*

This element is satisfied. The charter school will be the exclusive public school employer of the Charter employees

16. **Education Code section 47605(b)(5)(P)** *requires that a charter school petition contain a reasonably comprehensive description of the procedures to be used if the charter school closes.*

This element is satisfied.

Requirement 5: The Petition Adequately Addresses Pupil Academic Achievement and API Criteria.

The Petition meets this requirement. The Petition contains detailed information regarding pupil academic achievement. (See pp. 10-13 and Appendix A.) Further, Education Code section 47607(b) specifies that a charter school shall meet at least one of the following criteria before receiving a charter renewal pursuant to paragraph (1) of subdivision (a): (1) attained its API growth target in the prior year or in two of the last three years for all groups of pupils served by the charter school or (2) ranked in deciles 4 to 10 inclusive, on the API in the prior year or two of the last three years.[2] The Petition provides information that Horizon has ranked in deciles 4 to 10 in the prior year and two of the last three years and thus meets this requirement based upon this ranking. However, it is concerning that Horizon's white student subgroup failed to meet its API growth target in two of the last three years. We recommend this issue be monitored for improvement.

Recommended Findings of Fact:

[2] There are three additional criteria not relevant here since the charter school meets the criteria in subsection (b)(2).

Based upon a careful review of the Horizon Petition by District administration and legal counsel, as well as public comment at the public hearing on the Petition, it is recommended that the Governing Board approve the Petition for a term of five (5) years.

Proposed Board Motion:

The Superintendent, administration and legal counsel request the Western Placer Unified School District Board of Trustees adopt the following motion:

> Based upon a careful review of the Horizon Petition by District administration and legal counsel, it is the decision of the Western Placer Unified School District Board of Trustees to adopt the Findings of Fact presented by District staff and legal counsel and to approve the Horizon Petition for a period of five (5) years.

RECOMMENDATION:

Approval of the charter petition based on the included motion.

HORIZON
CHARTER SCHOOLS

Quality Education through Personalized Learning

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

APRIL 16, 2013

REQUESTED CHARTER RENEWAL TERM:
JULY 1, 2013 – JUNE 30, 2018

8.27

TABLE OF CONTENTS

AFFIRMATIONS/ASSURANCES 4

INTRODUCTION 7

I. EDUCATIONAL PROGRAM 14
- A. Mission and Vision Statements 14
- B. Students to Be Served – Whom The School Intends to Educate 17
- C. An Educated Person in the 21st Century 19
- D. How Learning Best Occurs 19
- E. Program Implementation 19
- F. Courses and Curriculum 20
- G. Professional Development 20
- H. Common Core State Standards Implementation 21
- I. Plan for Low Achieving Students 21
- J. Plan for High Achieving Students 25
- K. Plan for English Language Learners 25
- L. Serving Students with Disabilities 27

II. MEASURABLE PUPIL OUTCOMES 32

III. METHODS OF MEASURING PUPIL PROGRESS AND OTHER USES OF DATA
- A. Data Management, Analysis and Reporting 35
- B. Use and Reporting of Data 35
- C. School Accountability and Report Card (SARC) 36
- D. Annual Performance Report 36
- E. District Visitation/Inspection 37
- F. Response to Inquiries 37

IV. GOVERNANCE STRUCTURE 38
- A. Non-Profit Public Benefit Corporation 38
- B. Board of Directors 38
- C. Board Meetings and Duties 39
- E. The Chief Executive Officer 41
- F. Parent Involvement in Governance 42
- G. Organizational Chart 42

V. EMPLOYEE QUALIFICATIONS 43

VI. HEALTH AND SAFETY OF PUPILS AND STAFF 46

VII. RACIAL AND ETHNIC BALANCE 49

VIII. ADMISSION REQUIREMENTS 50

IX. FINANCIAL AUDITS 52

X. PUPIL SUSPENSION AND EXPULSION 53

XI. EMPLOYEE RETIREMENT SYSTEMS 71

XII. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES 72

XIII. EMPLOYEE RETURN RIGHTS 73

XIV. DISPUTE RESOLUTION 74

XV. EXCLUSIVE PUBLIC SCHOOL EMPLOYER 75

XVI. SCHOOL CLOSURE PROCEDURES 76

XVII. MISCELLANEOUS CHARTER ELEMENTS 78
- A. Budget and Financial Reporting 78
- B. Insurance 78
- C. Administrative Services 78
- D. Facilities 79
- E. Transportation 79
- F. Attendance Accounting 79
- G. Reporting 79
- H. Potential Civil Liability Effects 80

XVIII. CONCLUSION 81

XIX. APPENDICES 82
- A: 2011-2012 APR Report
- B: Recommended Curriculum
- C: Online Curriculum Resources
- D: 2013-2014 School Calendar
- E: Articles of Incorporation, Bylaws, and Conflict Codes
- F: Board Members
- G: Organizational Chart
- H: Budget
- I: 3 Year Cash Flow and Projections
- J: Sample Master Agreement

AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I, Craig Heimbichner, hereby certify that the information submitted in this petition for renewal of a California public charter school named Horizon Charter School ("Horizon" or the "Charter School"), and located within the boundaries of 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:

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

- Horizon shall be deemed the exclusive public school employer of the employees of Horizon Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]

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

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

- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; 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), 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)]

- Horizon 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)]

- Horizon shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- Horizon 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)]

- Horizon 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 noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(l)]

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

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

- Horizon 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)]

- Horizon 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)]

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

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

- Horizon shall comply with all applicable portions of the No Child Left Behind Act.

- Horizon shall comply with the Public Records Act.

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

_____ _____

Craig Heimbichner
Chief Executive Officer/Superintendant

Date

INTRODUCTION

A. History and Background of the Charter School

Horizon Charter School (Horizon) is a K-12 public charter school with primary offices located in Lincoln, California. Horizon is chartered by the Western Placer Unified School District (WPUSD) and serves approximately 1,300 students in Placer, Nevada, El Dorado, Sacramento, Yuba, and Sutter counties. Horizon provides students and parents a variety of instructional choices including independent study, homeschooling, distance learning, and learning center-based instruction. In collaboration with a credentialed Supervising Teacher (ST), parents have the opportunity to develop personalized learning plans for their students. The Horizon motto is "Quality Education through Personalized Learning."

Horizon began in 1993 as an option for parents who wanted to homeschool their children and were willing and able to serve as the primary educational facilitator. Many students come to Horizon looking for an educational alternative that encourages personalized learning and a more one-to-one approach.

In addition to independent/home study, Horizon offers a variety of educational options, including:

- Academic support and enrichment to independent study students through enrichment instruction in core content areas. Preparing secondary students identified as being at high risk of academic failure to develop and demonstrate self-responsibility, applied academic skills and knowledge, appropriate behavior, and postsecondary career readiness resulting in high school graduation

Due to the June 2011 retirement of our former Chief Executive Officer (CEO) LuAnn Boone, a statewide search was conducted to fill the CEO vacancy. Craig Heimbichner was selected and began serving as Superintendent/CEO on October 3, 2011, and currently serves in the same capacity. Horizon is fully WASC accredited through June 15, 2015, having received a three year renewal in 2012.

Beginning with the 2010-2011 school year, approximately 1,200 students previously enrolled in Horizon became part of a new charter school, Partnerships for Student-Centered Learning (Partners). This second charter was required in order to continue general and special education services to students outside Placer County. The same Governing Board of Education (Governing Board), administration, and support staff oversee both schools.

B. Leadership Team

Horizon's leadership team consists first of all of the Cabinet, composed of the Superintendent/CEO (Craig Heimbichner), the Deputy Superintendent/Chief Academic Officer (CAO) (Dr. Cynthia Wood), and the Assistant Superintendent of Business Services/Chief Business Officer (CBO). The latter post is currently being filled by Interim CBO Cyndy Spano until a permanent replacement can be hired following the retirement of the former CBO.

Craig Heimbichner has a long and illustrious career in public education and private consulting. Formerly a teacher from grades 3-12, including English and music instruction, Mr. Heimbichner has also administrated at both middle and high school sites as principal, and administered at the district office level. Mr. Heimbichner was recruited to work as a Visiting Educator at the California Department of Education (CDE) when field expertise was sought for the development of successful intervention work in low-performing school districts, and he went on to administrate the Reading/Language Arts Leadership Office. Mr. Heimbichner also served as State Director for the Reading First program at CDE. Mr. Heimbichner worked collaboratively with the State Legislature and successfully procured federal funding for districts throughout California. In addition, he coordinated all Program Improvement audits, later successfully overseeing a $146,000,000 budget. Mr. Heimbichner implemented the first quarterly cash management policy at CDE, holding districts statewide to greater accountability. Mr. Heimbichner then left CDE to work as Director of District and School Improvement at Action Learning Systems, and assisted low-performing districts and schools statewide, leading to double-digit Academic Performance Index (API) increases in each case. Mr. Heimbichner co-presented on State finance matters to Superintendents in conferences in both Northern and Southern California; during this time, Mr. Heimbichner was asked to serve on the Blue Ribbon Panel of the Milken Foundation Educator Awards, and also returned to serve on a CDE panel by request to assist in revising the District Assistance Survey, an important tool which is currently in use Statewide. After traveling for four years with his work at Action Learning Systems, Mr. Heimbichner was hired in a local position at Horizon as Curriculum and Instruction Coordinator in 2010. Following the retirement of the previous CEO, Mr. Heimbichner applied for the position and was unanimously approved.

Dr. Cynthia Wood currently serves as Deputy Superintendent and Chief Academic Officer. Dr. Wood has an extensive professional and academic career of accomplishments and multiple degrees, including a Doctoral degree in Policy, Planning and Administration from the University of Southern California and a Masters 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.

Cyndy Spano is currently serving as Interim Assistant Superintendent of Business Services and Chief Business Official while Horizon has posted, and is searching for, a permanent Assistant Superintendent of Business Services. The requirements for the position include the following: Bachelor's degree in Finance, Accounting, Business Administration, Public Administration, or related field; an MBA, MPA, or Master's in School Business Administration, and/or CPA licensure is desirable. Eight years of progressive experience in three or more operational areas of business and/or financial operations management in an educational institution, governmental agency, or other entity with an annual budget of $25 million or greater is required. At least two of these years must have included direct management or supervision of professional staff. The Assistant Superintendent of Business Services will function under the direction of the Superintendent, and will plan, organize, implement and control Horizon's Business Services including fiscal services and other assigned functions; assisting in the formulation of policies relating to the business and financial operation of the District. He or 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, he or she will recommend business and financial policies to the Superintendent of Horizon and Governing Board of Education in support of Horizon's mission, vision and values, while ensuring integrity of Horizon financial reports and solvency in accordance with state and federal law.

Board Members:

Currently, Horizon is governed by a seven-member board consisting of:

- Five parents elected by parents and staff
  - Angela Henning (Board Vice President)
  - Andrea Rynberk
  - Carmen Del Prado
  - Carmen Oates
  - Frank Kavenik
- One Business/Community member appointed by the Board
  - Cynthia Moore
- One Education/Community member appointed by the Board
  - Sandra Frame (Board President)

Consultants:

Currently, Horizon is receiving financial review and assistance by the firm of Terri Ryland and also Crowe Horwath. Current consultants consist of Terri Ryland and Cyndy Spano from Ms. Ryland's office, and Arthur Ngo and Matt Netheway from Crowe Horwath.

DEMONSTRATED SUCCESS OF THE CHARTER SCHOOL

Since the Charter School opened in 1993 as the fifteenth charter school in California, the school has evolved and celebrated great achievements. For example, in May, 2012, the *Sacramento Business Journal* singled out the 9-12 portion of Horizon's academic achievement as measured by Scholastic Aptitude Test (SAT) scores and ranked Horizon as among the top 25 high schools in the Sacramento area.

Horizon has been uniquely successful in helping top talents to personalize their education and accomplish their goals. To give a recent, publicized example, Horizon graduate Mandy Mortimer was among twelve accepted into the Juilliard School to pursue a ballet career; this story appeared in the *Sacramento Bee*. On the other hand, Horizon has also taken expelled students and helped them to recover their focus and graduate, or complete a year of school successfully in order to return to the district from which they had been expelled. Horizon's personalized learning accommodates many students successfully.

Among the numerous successes in students' academic and social success, we are proud to highlight the following achievements that exemplify and have contributed to the growth and development of the Charter School in the prior charter term, demonstrating by a sample the success of Horizon in uniquely fostering individual and personalized, as well as community, goals:

- 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 (Denmark this year); the Texas Ballet Theatre in Fort Worth, Texas, and the Sacramento Ballet; accepted into the University of California, Berkeley, Cal Poly San Luis Obispo, University of California, Davis, the University of Steubenville, the 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 Horizon student (Jenny Berg) about her writing
- Success at writing novels (Sam McGillicuddy, published with positive reviews)
- 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)

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(b)(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 two of the last three years, both schoolwide and for all groups of pupils served by the charter school, with the sole exception of the white student subgroup the past two years. We will discuss the targeted efforts to raise those scores below.

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

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

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

The following shall serve as documentation confirming that Horizon Charter School has met or exceeded the statutory criteria required for renewal as set forth in Education Code Section 47607(b):

- Horizon has achieved a statewide API rank of 4 or higher in the prior year and two of the last three years, meeting the minimum threshold rank of 4 required in Education Code Section 47607(b)(2).

- Horizon has achieved a similar schools rank of 5 or higher in the prior year and two of the last three years, exceeding the minimum threshold rank of 4 required in Education Code Section 47607(b)(3).

Over the prior charter term, Horizon had the following API scores:

Year	API Statewide Rank	API Similar Schools Rank	API Growth Scores	API Growth Target (Actual Growth)
2007-2008	5	3	707	5 (+10)
2008-2009	5	5	719	5 (+13)
2009-2010	5	2	733	5 (+14)

2010-2011	5	5	730	5 (-3)
2011-2012	4	6	737	5 (+9)
(Source: CDE DataQuest, accessed February 27, 2013.)				

As demonstrated in the table above, Horizon has maintained a statewide API ranking of 4 or above in the past five years, and a similar schools API ranking of 5 or higher in two of the last three years. Therefore, Horizon has met and exceeded the renewal standards of Education Code Section 47607(b). Horizon has also exceeded its schoolwide API growth target in the prior year (2011-2012) and in two of the last three years. (See Appendix A)

In the prior three years, the Horizon's significant student subgroups had the following API scores:

2011-2012 API Growth Scores: Significant Student Subgroups

Subgroup	Numerically Significant in Both Years?	2012 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
White	Yes	746	5 (0)	No
Socioeconomically Disadvantaged	Yes	715	5 (+16)	Yes
(Source: CDE DataQuest, accessed February 27, 2013.)				

2010-2011 API Growth Scores: Significant Student Subgroups

Subgroup	Numerically Significant in Both Years?	2011 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
White	Yes	748	5 (+4)	No
Socioeconomically Disadvantaged	Yes	705	5 (+11)	Yes
(Source: CDE DataQuest, accessed February 27, 2013.)				

2009-2010 API Growth Scores: Significant Student Subgroups

Subgroup	Numerically Significant in Both Years?	2010 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
White	Yes	744	5 (+10)	Yes
Socioeconomically Disadvantaged	Yes	694	6 (+21)	Yes

"A" means the school or student groups scored at or above the statewide performance target of 800 in 2012. (Source: CDE DataQuest, accessed February 27, 2013.)

The school's socioeconomically disadvantaged student subgroup has far exceeded its API growth target in the past three years; however Horizon's white student subgroup met its API growth target in one of the past three years. 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."[1] Horizon will be using multiple measures of student data, from formal and informal formative and summative assessments, together with benchmark data, to target and plan, regionally, specific and individualized student plans to raise academic achievement, with a particular emphasis on the white student subgroup. In addition, professional development for parent educators and Supervising Teachers will be an important supporting mechanism, along with regular review of assessment data in regional meetings, overseen by Regional Administrators and coordinated with the Assessment Office.

[1] See Education Code Section 47607(a)(3), Senate Bill No. 1290 (Alquist), Approved by the Governor September 26, 2012 and effective January 1, 2013.

I. EDUCATIONAL PROGRAM

Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the 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).

If the proposed school will serve high school pupils, a description of 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 ENDS

In October 2006, the Governing Board adopted a new Board Policy Manual based on the Policy Governance Model of Dr. John Carver. The ENDS, which are reviewed and updated as necessary, outline the school's purpose and expected schoolwide learning results. The Governing Board adopted the most recent revision to the ENDS in September 2010. The following are the Board-adopted ENDS:

Horizon Charter School exists to ensure students achieve academic excellence that meet or exceed California Standards. Horizon Charter School 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. History
Demonstrate knowledge, understanding, comprehension of the political process, and awareness of people, events and movements in history.

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 personally. An individualized learning plan is developed for every child based on Common Core Content Standards and the child's abilities, interests, and aptitudes. Students will be largely responsible for their educational inquiry and pursuits.

Horizon Charter School is dedicated to the belief that each and every student can succeed, and this singular purpose will be achieved through personalized learning, collectively using a variety of instructional methodologies.

Students who attend the Charter School will be educated in independent study/homeschool programs, individualized learning programs, small group instruction, supplemental learning projects, project-based learning, online courses.

High Expectations, Curriculum & Instruction

Horizon will have a climate of high expectations for all students supported by high quality instruction, rigorous coursework, 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.

Horizon Charter School is accredited by the Western Association of Schools and Colleges (WASC) through June 30, 2015. 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. This information about secondary courses is provided for parents by:

- Supervising Teacher (ST)
- 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 teacher, parents, and student choose courses each semester that support the student's educational plan.

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.

Horizon Charter School Web Page

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

Assessment, Intervention

Horizon will be one of the most successful schools in addressing the academic needs of each student, servicing those needs, assessing individual academic growth, adapting the academic plan based on frequent and varied assessments, providing acceleration or intervention, resulting in the overall success of each student.

Student Focus/Special Interests and Talents

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

Parent and Community Partnerships

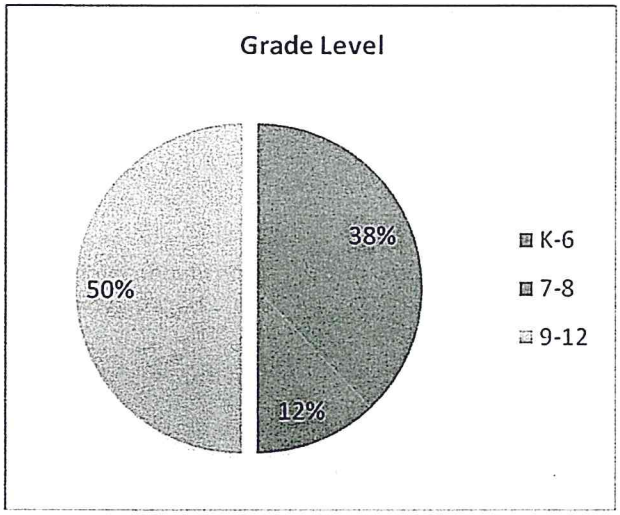
Horizon is responsive to diverse community needs, developing innovative learning communities that reflect local values based on strong parent-professional collaborative partnerships.

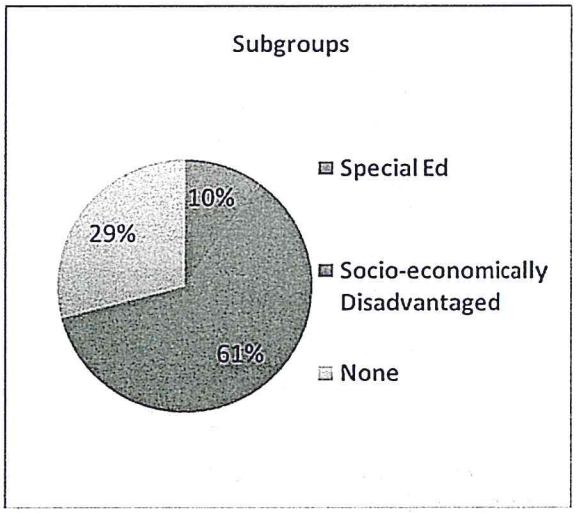
Professional Learning Communities, Continuous Improvement

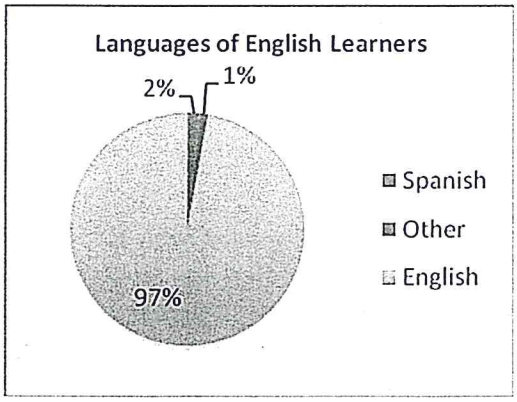
Horizon is a school with Professional Learning Communities — of students, parents, teachers, and staff, working together — that are a driving force behind continual academic improvement and achievement for students of all backgrounds and individual learning abilities.

B. Students to be Served – Whom the School Intends to Educate

The following charts depict the makeup of the Horizon student body. Since Horizon has required parent reporting of family income, Horizon has become aware of the large percentage of students that comes from socio-economically disadvantaged homes. In an independent/home study environment, this data implies the necessity of supplying critical learning tools and resources that may be more readily found in higher income homes.







Horizon serves a highly mobile student population and is in declining enrollment. Horizon's mobility rate varies from 30-40% each year, including graduates. Without including Horizon graduates, the mobility rate hovers between 25-27% annually. The challenge of ensuring academic growth in students who stay fewer than three years at Horizon is substantial. Horizon is placing an increasing emphasis on retaining students who might otherwise dropout, transfer to another school, or graduate early.

Data also indicates that there is not a significant number of English learners in Horizon. This data needs to be examined more closely, as this is self-reported by parents upon application for enrollment.

The Charter School's student population is generally reflective of the Sponsoring District, as demonstrated in the following table.

Table 1: Horizon Demographics 2011-2012*

ETHNICITY	PERCENTAGE
African American	3.6%
American Indian/Alaskan Native	1.5%
Asian	1.8%
Filipino	0.7%
Latino or Hispanic	12.5%
Pacific Islander	0.7%
White	76.5%
Two or More Races	0.1%
Sub-Group	
Free or Reduced Lunch Participants**	N/A
Students with Disabilities**	11.3%
English Learners	5.9%

*Source: CDE DataQuest, 2011-12 California Longitudinal Pupil Achievement Data System (CALPADS), accessed 3/25/13

** Source: CDE DataQuest, October 2011 CALPADS data collection and the 2012 Standardized Testing and Reporting (STAR) Program student answer document, accessed 3/25/13

C. An Educated Person in the 21st Century

Horizon identifies an educated person in the twenty-first century to mean a person who is literate, can understand and function sufficiently in the world around him or her, has an overview of the history of mankind in all its diversity, has an understanding of the political process, has an ability to solve mathematical problems and to think scientifically, and has the values necessary to enhance the world in which he or she lives. This person is one who has realized his or her own special talents, whether it be in the arts, sciences or other areas. It is the goal of Horizon to help a student become an educated individual, one who possesses a self-motivated ability to learn, a diverse yet well-developed set of interests, the desire to master academic skills to the best of one's individual ability, and the commitment to lifelong learning.

D. How Learning Best Occurs

Horizon's 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 small group enrichment opportunities provided as educational options.
- Real life, project-based learning is emphasized.

- Enrichment is provided through a variety of opportunities such as internships, small group instruction, virtual learning, academic competitions, field trips, etc.
- The global community serves as the school campus.

Objectives of Horizon 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 Core Content 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 based and independent study programs, Horizon complies with state laws related to independent study including, but not limited to, Education Code Sections 47612.5 and 51745 *et seq*.

E. Program Implementation

Instructional Strategies

Parents who enroll their children in Horizon accept responsibility for their children's education. Parents act as facilitators in their children's learning program. Horizon works with its students and parent facilitators by providing them with high quality educational resources, an assigned certificated Supervising Teacher (ST), and access to a team of education professionals who can provide additional support services as appropriate. All Supervising Teachers are paid certificated staff.

Parents and their children work with the Supervising Teacher to determine educational goals and objectives, create individualized learning programs, and determine best methods of teaching and learning. Instructional strategies are thus personalized and assessed or modified within the context of this above approach. Each independent study student and parent facilitator and student are 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 field trips

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

F. Courses and Curriculum

As a school of personalized learning and parent choice, Horizon 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 all of our students.

Horizon also uses Recommended Curriculum (See Appendix B), 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, Horizon has a wide variety of online resources (See Appendix C) accessible to all students.

G. Professional Development

Student achievement is the focus of Horizon Charter School's (Horizon) professional development. Horizon is updating its previous five-year Professional Development Plan that corresponds directly to the schools' improvement plan goals. Professional development offerings for Horizon provide support for certificated staff, and classified staff.

Professional development for certificated staff is delivered in a wide variety of ways that include: in-service days, monthly ST meetings, weekly learning center staff meetings, professional conferences, involvement in county offerings, BTSA support, and curriculum and instruction training as needed. Recent focus has been on developing Professional Learning Communities to put all the school resources together toward achievement for every student.

Professional development for classified staff provides training on a variety of topics during in-service days as well as ongoing training that is department specific. This group takes advantage of offerings through County Offices of Education.

School Calendar
(See Appendix D)

H. Common Core State Standards Implementation

Horizon is dedicated to students' success. We believe the California Common Core Standards ("CCCS") will complement our curriculum, assessment, and professional development plans. To that end, Horizon shall create 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 school shall also mobilize supports for student with disabilities and general education students who require additional academic support. Through shared leadership, Horizon will design self-sustaining practices that promote student-centered, inquiry-based learning. We welcome the learning opportunities the Common Core State Standards will bring to our school.

Horizon shall follow the recommended CCSS timeline set by the California Department of Education. Teachers will participate in professional development focused on understanding the intent and content of the new standards and focusing on instructional practices to prepare for full implementation of the CCSS. The CCSS steering committee will provide sample units and implantation strategies to the teaching staff during bi-weekly and monthly professional development activities.

I. Plan for Low-Achieving Students

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

At Horizon Charter School 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 or several months depending on the student's progress. Horizon Charter School has a comprehensive system to assist the student at the early signs of academic struggling. This system of support is called our 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 are able to enjoy increased flexibility in the usage of their instructional funds.

All students are closely monitored for their academic achievement, including newly enrolled students. Based on a series of screening indicators, some students will need additional time and support from their Supervising Teacher. Others may need targeted instruction provided in small groups or individually to help them accelerate learning and close the achievement gap. Additional curricular and instructional resources may also be employed based on the Individualized Learning Plan developed for identified students.

These additional supports and extra time will be closely monitored. Students will use these supports only as long as necessary. Parents, Supervising Teachers, and intervention specialists will 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
- Increased numbers of students passing the CAHSEE in grade 10
- Decreased numbers of Problem Solving Team referrals
- Increased attendance
- Increased retention

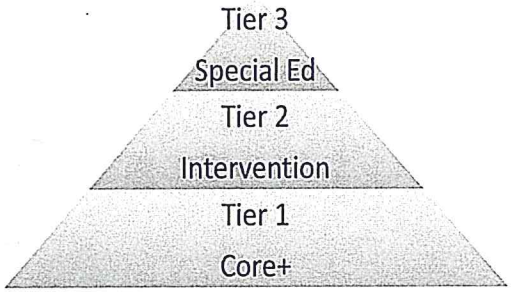
Students who continue to struggle academically after all of the additional supports and time have been utilized will be referred to determine their eligibility for special education services. Special education will be considered after a series of interventions and strategies have been implemented. All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

A Three-Tiered Process

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

- Students identified scoring below Proficient on CSTs and on prior Spring Benchmark Assessments
- Pre-assessment measures for non-testers (K-2, waived, new, etc.)
- Failure to pass the CAHSEE on its first administration
- CELDT: Intermediate and below
- Failure of at least one core math or 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 (ILP).



CST: 150-269
CAHSEE: 200-323

CST: 270-335
CAHSEE: 325-349

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 will be 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 and a timeline for implementation and monitoring. The plan may be for as little as six 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 on a comprehensive, individualized student assessment using a team approach, specific strategies and interventions will be 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. Specially trained Intervention Specialists and tutors will provide the direct, explicit and systematic instruction in accessible locations. Weekly progress monitoring will determine 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

J. Plan for High-Achieving Students

College preparatory (a-g) classes are offered at Horizon in our area classes. APEX Learning, an online system that is taught by both Horizon highly qualified teachers and APEX teachers, provides additional access to a-g classes. Virtual Learning Instructors provide common curriculum and assessments for high school students. 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 text book as well as online options.

K. Plan for English Learners

Horizon will meet all applicable legal requirements for English Learners ("EL") 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, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

Horizon administer 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 California English Language Development Test ("CELDT") tested within thirty days of initial enrollment[2] and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

Horizon notifies all parents of the responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind 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,

[2] The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

but not limited to, the CELDT.

- Participation of the pupil's classroom 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, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including 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

Strategies for English Learner Instruction and Intervention

Students are identified through the CELDT process and receive intervention and instruction through our Intervention Specialists and Highly Qualified 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 Horizon will include:

- Adhere to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly 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.

L. Serving Students with Disabilities

Overview

Horizon 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 in Education Improvement Act ("IDEIA").

Horizon 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).

Horizon 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.

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

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

Section 504 of the Rehabilitation Act

Horizon 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 within Horizon. 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 Horizon.

A 504 team will be assembled by a Certificated 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 IDEIA but found ineligible for special education instruction or related services under the IDEIA, 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 IDEIA, a referral for assessment under the IDEIA 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 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 learning center 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 "IDEIA"

Horizon provides special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the SELPA.

Horizon provides services for special education students enrolled in the Charter School. Horizon follows SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

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

Staffing

All special education services at Horizon are delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEIA. Horizon staff shall participate in SELPA in-service training relating to special education.

Horizon is responsible for the hiring, training, and employment of learning center staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. 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

Horizon follows 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

Horizon has the responsibility to identify, refer, and work cooperatively in locating Charter School 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 regular education program have been considered, and where appropriate, utilized.

Horizon follows SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, 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 Charter School students.

IEP Meetings

The Charter School shall arrange and notice 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 Regional Administrator and/or a Principal or Coordinator, and/or the Charter School designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular 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 IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

IEP Development

Horizon 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 Horizon students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

Horizon is responsible for all school learning center 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, and at least quarterly or as frequently as progress reports are provided for the Horizon's non-special education students, whichever is more. Horizon provides all home-school coordination and information exchange. Horizon shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

For students who enroll in Horizon from another school district outside of the SELPA with a current IEP, the Horizon shall conduct an IEP meeting within thirty (30) days. Prior to such meeting and pending agreement on a new IEP, Horizon shall implement the existing IEP at the Charter School, to the extent practicable or as otherwise agreed with the parent/guardian.

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 Horizon 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

The Charter School 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.

The Charter School's 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 Horizon 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.

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 schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. Education Code Section 47605(b)(5)(B).

Horizon implements a culture in which its pupil outcome goals and schoolwide 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.

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 barriers, 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:

- CST (California Standards Test)
- CMA (California Modified Assessment)
- CAPA (California Alternate Performance Assessment)
- CAHSEE (California High School Exit Exam)
- CELDT (California English Language Development Test)

Professional Learning Communities analyzes assessment data, identify and intervene with struggling students, and determine needed professional development. Educational Leadership regularly analyzes school-wide achievement data.

Highly Qualified Teachers (HQT's) oversee mid-term 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.

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
- Individual 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, the 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 has developed an annual School Accountability Report Card (SARC) and publish it on its website.

Horizon, like all public schools, is also subject to federal No Child Left Behind (NCLB) requirements.

Horizon pursues the following schoolwide and pupil outcomes:

Goal	**Measurable Outcome**	**Assessment Method**	**Frequency of Measurement**
The Charter School will maintain a high Average Daily Attendance (ADA) rate.	The Charter School will achieve a 95% ADA	Daily attendance data analysis using state methodology.	Daily attendance averaged annually.
The Charter School will make Adequate Yearly Progress (AYP) as defined under the No Child Left Behind Act.	• 95% or higher participation in required standardized assessments. • Increasing percentages of proficiency in Math and English,	STAR, State APR reporting	Annual analysis of aggregate student data.

Goal	Measurable Outcome	Assessment Method	Frequency of Measurement
	schoolwide and in each significant student subgroup.		
The Charter School will meet or exceed its annual Academic Performance Index (API) growth target.	Meet or exceed schoolwide and significant student subgroup API growth targets at set annually by the state.	STAR, State APR reporting	Annual analysis of aggregate student data.
English Learners will acquire English language fluency.	75% of English Learners continuously enrolled at the Charter School for 5 years will achieve reclassification to Fluent English Proficiency.	• CELDT • Reading fluency tests • STAR ELA scores • Progress report cards • Teacher & parent recommendations	Annually
Independent Study program outcomes as set in each student's individualized education plan	95% of Independent Study students will achieve goals set within individualized education plan	• Progress assessed through multiple measures by Supervising Teacher each visit	Once every 20 days at minimum
Parents will express satisfaction with the Charter School	At least 80% of parents will express satisfaction with the Charter School's education program.	Parent survey	Annually

Outcome data gathered from these processes allows the Charter School to understand its strengths and areas for improvement, and to make on-going adjustments to its academic program and operations to ensure the greatest possible success for all students.

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. 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 the Statewide Testing and Reporting program (CST, STAR) and all other mandated accountability programs applicable to noncharter public schools (CELDT, etc.). We firmly believe that the academic program 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.

STAR 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 weakness. 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. The Charter School will continue to utilize Action Learning's benchmark testing to assess student progress on state standards while it explores other options. Staff are trained on how to interpret test data, and are engaged in critical analysis of the data in order to determine how the 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, extra-curricular 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 will assist in evaluating the effectiveness of instruction at the school and to make modifications in instruction for both individual students and groups of students. The above-mentioned data will provide 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 DataDirector as an assessment and monitoring system to guide instruction in the 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. DataDirector is utilized to create a variety of reports on student achievement, including

disaggregated data by content strand, student subgroup, grade-level, and classroom; provide for

analysis of school wide data; and individual classroom teachers will be 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 the Charter School will be 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 (SARC)

The Charter School publishes student results annually through the School Accountability Report Card ("SARC"), in compliance state law and NCLB criteria. The report includes pertinent facts and data about the school and is made available to the public as required by law.

D. Annual Performance Report

In addition to the SARC, the Charter School will provide to the District an annual performance report. 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 TB testing.

- 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, 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.

E. District Visitation/Inspection

The Charter School complies with a District requested visitation process to enable the District to gather information needed to validate the school's performance and compliance with the terms of this charter. However, the Charter School agrees to and submits to the right of the District to make random visits and inspections or observations in order to carry out its statutorily required oversight in accordance with Education Code Section 47607.

F. Response to Inquiries

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, the County Office of Education, County Board of Education, and the State Superintendent of Public Instruction.

IV. GOVERNANCE STRUCTURE

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

A. Non Profit Public Benefit Corporation

Horizon Charter School ("Horizon" or "Charter School") is a directly funded, independent charter school and is operated by Horizon Charter School, a California non-profit public benefit corporation with tax exempt status under Internal Revenue Code section 501(c)(3). The Horizon Charter School nonprofit also operates the Partnerships for Student-Centered Learning charter school (or "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 non-profit 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 E, please find the Horizon Charter School Articles of Incorporation, nonprofit Bylaws, and a draft 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 seven members will govern both Horizon Charter School and Partnerships for Student-Centered Learning (Partners). The Board will be comprised of one Western Placer Unified School District (WPUSD) resident Horizon/PaSCL Charter School parent, one Placer County business/community representative, one education community representative, and four additional Horizon/PaSCL Charter School parents.

If no WPUSD resident parent applies, other Horizon//Partners Charter School parents may serve in this position. Two or three parent representatives will be elected every two years and will serve a term of four years. The business/community representative and the education community representative will be appointed by the existing Board and will serve a term of two years. If a non-parent business/community representative or non-parent education community representative is not found to fill the position after a three month vacancy, a parent from either charter school may be appointed by the Board to serve the remainder of the term. No member of the Governing Board may be employed by Horizon/Partners Charter Schools or be a member of the immediate family of an employee of Horizon/Partners Charter Schools.

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

The Chief Executive Officer (CEO) or the School Management Company is responsible for the administration of the school. CEO/Superintendent or School Management Company communicates directly with the Governing Board and WPUSD Administration. The contract with the CEO/Superintendent or School Management Company may be renewed by agreement between the Governing Board and the CEO/Superintendent or School Management Company or terminated by either party at the expiration of the employment contract/contract for services. The duration of that contract will be 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 (Chapter 9 (commencing with Sections 54950) of Division 2 of Title 5 of the Government Code) 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.

All directors shall be appointed by the Board, except for the authorizer representative, if any.

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

- Parent representatives shall serve for four (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 two (2) years and until a successor director has been appointed.
- Board members may serve for up to five(5) consecutive Board terms of service.

Board terms will be July 1 through June 30.

A list of Board members is included in Appendix F.

C. Board Meetings and Duties

The Board will meet 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 CEO/Superintendent;
- Hire, promote, discipline and dismissal of employees of Horizon after consideration of a recommendation by the CEO/Superintendent;
- 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 and/or contracts 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 field 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 or 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 which 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 applicable in the future. As noted above, the Conflict of Interest Code is attached within Appendix E. As required by the Political Reform Act, the Conflict of Interest Code will be submitted to the proper code-reviewing body for approval.

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.

E. The CEO/Superintendent

SUMMARY:
Under the direction of the Governing Board, the CEO/Superintendent (hereafter simply "CEO") leads all aspects of the schools acting as an agent of the Board, provides information and input to the Board, and manages school business. The CEO provides educational management leadership in developing and implementing the Board adopted "ENDS".

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 and the Deputy Superintendent/Chief Academic 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, 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 CEO and staff are to work. The CEO is expected to devote her/his time to moving the schools toward accomplishment of the ENDS policies. The 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 schools to the CEO. The CEO will be held accountable for leading the schools' personnel in working toward the accomplishment of the

Board's identified ENDS while at the same time working within the framework established by the Board. The Board will monitor the schools' compliance with adopted policies 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.

F. Parent Involvement in Governance

In addition to serving on the Board, the Charter School encourages parent involvement in the 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 school's accountability to the community.

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

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

G. Organizational Chart

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

V. EMPLOYEE QUALIFICATIONS

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

Overview

All employees of Horizon must show dedication to students and mission of the school. Employees 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 of Directors, which establishes terms and conditions of employment through Board-adopted personnel policies.

Horizon will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code Section 220. 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). Horizon teachers shall meet or exceed all "highly qualified requirements" under the No Child Left Behind Act ("NCLB") as applicable to charter schools. 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 noncore, non-college preparatory courses and activities.

Each Supervising Teacher (ST) must hold a valid California Commission on Teacher Credentialing teaching certificate, permit, or other document equivalent to that which a teacher in other California public schools would be required to hold. These documents are maintained on file at Horizon Charter School administration offices, and shall be subject to periodic inspection by the chartering authority. As per Education Code Section 47605(l), core and college preparatory classes will be taught by appropriately credentialed teachers. Core classes

shall be defined to include English/language arts, mathematics, social science and science. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. The Charter School shall also comply with NCLB highly qualified teacher requirements.

Chief Executive Officer/Superintendent

See section E 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 highly desirable. Successful full-time service in a certificated and/or management position(s) is desirable.

PROFESSIONAL SKILLS AND ABILITIES:

- Commitment to academic excellence and the ability to select and lead a highly qualified teaching and administrative staff
- Knowledge of charter current school law and understands 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 school
- Short and long-range planning experience, coupled with the ability and desire to articulate the goals and needs of the school
- Sensitive and responsive to the educational needs and concerns of diverse ethnic, 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 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

Principal or Program Administrator

The Horizon Principal/Program Administrator (hereafter "Principal") serves as the instructional leader of the school. Selection of the Principal by the Board of Directors will be based on proven

experience in educational leadership, educational vision and relevant experience with our targeted student population, demonstrated ability in program design and/or development, and interest and commitment to educational reform.

Selection of the Principal will be based on proven experience meeting the following qualifications:

- Administrative Credential; Master's Degree in Education highly desirable. An applicant without a current Administrative Credential may be considered only if the applicant provides evidence of five or more years of public school administrative experience.
- Relevant experience with school and organizational leadership and educational innovation.
- Relevant successful experience as a school leader and teacher; a minimum of five (5) years of teaching experience and two (2) years of administrative experience is preferred.
- Expertise in curriculum design, supervision and evaluation.
- Knowledge of special education programs, policies, and best practices.
- Ability to communicate effectively with diverse groups, the Board and the community; language fluency other than English strongly preferred.
- Interest in the charter school model of public education and commitment to the Charter School's success.
- Experience with school operations including finances, fundraising, facilities, health and safety and other operational management.
- Other qualifications and/or qualities deemed important by the Board.

Office Personnel

Office Personnel will be selected by the Principal or relevant Administrator on an application and interview basis in consultation with other staff members and teachers as appropriate. Selection will be based on experience, professional attitude, skills and ability to perform the job duties for the position.

Minimum Qualifications:

- High school diploma; AA degree or two years of college preferred.
- Minimum of three years' experience in a similar position.
- Excellent communication skills; computer skills including data management; attention to detail; highly organized and efficient; and able to multi-task.
- Spanish language fluency strongly preferred.

All other non-instructional personnel will be considered based upon their expertise and ability specific to the position.

VI. HEALTH AND SAFETY OF PUPILS AND STAFF

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school 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 at the school learning center in consultation with its insurance carriers and risk management experts. The following is a summary of the Charter School's policies and procedures:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal or relevant Administrator of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Principal/Administrator. 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 non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

TB Testing

Faculty, staff and volunteers are tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Immunizations

Employees 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

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 provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but 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 of methods of type 2 diabetes.

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

Emergency Preparedness

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

Staff shall be provided training on emergency and first aid response. 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.

Blood Borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and

hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free, Alcohol Free, and Tobacco Free Environment

The Charter School functions as a drug, alcohol and tobacco free workplace.

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 State Building 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 Harassment Policies and Procedures

Horizon is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has develop a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's comprehensive complaint policy.

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 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 success 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. We will continue to add sources to stay current with the latest technologies and trends.
- 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 is nonsectarian in its programs, admission policies, and all other operations, and will 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 school. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

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, e.g. birth certificate
- 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 wait list according to their draw

in the lottery. This wait list 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 wait list 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 conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's 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 will select an independent auditor through a request for proposal format. The Board of Directors will annually approve the selection of an independent auditor. The Chief Executive Officer will facilitate the audit. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review the audit each year. The Chief Executive Officer, along with the audit committee, will review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will 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.

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 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 program or regional administrator.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

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; 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 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. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

r) Made terrorist 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 4 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 4 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 class 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 4 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 acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

2) "Electronic Act" means the transmission 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, or image.
ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. 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).

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 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 expelled 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. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

r) Made terrorist 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 4 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 4 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 class 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 4 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 acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

2) "Electronic Act" means the transmission 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, or image.
ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile

using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. 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).

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 expelled 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 Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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 two 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 five (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. 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 of the Charter School's governing board. 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 thirty (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 ES Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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 five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School 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 person or panel conducting the 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 person 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 person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person 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 person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the 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, Panel or designee 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 ten (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: Notice of the specific offense committed by the student; and Notice of the student's or parent/guardian's obligation to inform any new district 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 authorizer. This notice shall include the following: a) The student's name 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 authorizer 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

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 one 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 Administrator or designee and the pupil and 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 Administrator or designee shall make a recommendation to the Board following the meeting regarding his or her determination. 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 ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

a) Conduct a functional behavioral assessment or a functional analysis 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 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 or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, 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 forty-five (45) 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 USC 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 USC 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 IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

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

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

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

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-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 of 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 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 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: A description of the rights of any 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 not 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 Chief Executive Officer of the Charter School. 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 pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607.

The Charter School Chief Executive Officer or designee and District Superintendent or designee shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not 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 Board members from their respective boards who shall jointly meet with the Superintendent and the Chief Executive Officer of the Charter School 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 CEO 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 Chief Executive Officer. Mediation shall be held within sixty 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.

XV. EXCLUSIVE PUBLIC SCHOOL EMPLOYER

Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).

Horizon shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA"). The Charter School shall comply with the EERA.

XVI. SCHOOL CLOSURE PROCEDURES

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

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 Board of Directors will promptly notify parents and students of the Charter School, the District, the 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 Board 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 Board will also develop a list of pupils in each grade level and the classes 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 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 six months after closure.

The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant 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 and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to 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. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

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

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

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

XVII. 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 I, please find the Charter School's three-year budget and cash-flow. These documents are based upon the best data available to the Charter School at this time.

The Charter School shall provide reports to the District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by the District:

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

2. 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.

3. 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 the Charter School's receipts and expenditures for the preceding fiscal year.

B. Insurance

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

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. 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 authorizer will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the 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 authorizer 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 resource centers at the following locations:

- Roseville Learning Center – 975 Reserve Dr. Roseville, CA – 5066 sq. feet
- Horizon Curriculum Resource Center – 3144 Venture Dr. – Lincoln, CA

Horizon may establish resource centers in Placer County and contiguous counties as student enrollment needs dictate within the counties of operation pursuant to all applicable laws and regulations including, but not limited to, Education Code Section 47605.1(c). Horizon also rents occasional temporary space for events and activities.

Horizon shall operate its primary Administrative Office at 2800 Nicolaus Road, Ste. 100, Lincoln, California 95648. The school's mailing address is P.O. Box 489000, Lincoln, California 95648.

E. Transportation

Horizon does not provide transportation to and from school, except as required by law for 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) and the School Accountability Report Card (SARC).

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.

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 District. Education Code Section 47605(g).

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

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. Horizon shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

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

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks.

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

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

XVIII. CONCLUSION

By approving this charter for the renewal of Horizon, 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 pledges to work cooperatively with the District to answer any concerns over this charter renewal petition and to present the District with the strongest possible proposal requesting a five-year renewal term from July 1, 2013 through June 30, 2018.

XIX. APPENDICES

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 SIXTH STREET, SUITE 400, LINCOLN CA 95648
PH: 916-645-6350

BOARD OF TRUSTEES: PAUL LONG
BRIAN HALEY
PAUL CARRAS
KRIS WYATT
DAMIAN ARMITAGE

SUPERINTENDENT: SCOTT LEAMAN

Craig Heimbichner
Superintendent and Chief Executive Officer
Horizon Charter Schools

Mr. Heimbichner,

Please accept the proposal below from Western Placer Unified School District for technical assistance to be included in the Charters' petitions for renewals.

The two charters, Horizon Charter School (HCS) and Partners for Student Centered Learning (PSCL) will each pay a District 1% oversight fee. Additionally, the HCS and PSCL will pay combined the District additional fees noted below for technical assistance in various areas. The following combined technical assistance fees will be paid to the District:

	Salary	% Charters	Technical Assistance Fee - Combined
Superintendent	194,550.00	10.00%	$19,455.00
Admin Asst to Supt	95,698.00	5.00%	4,784.90
Deputy Supt	157,386.00	10.00%	15,738.60
Support Specialist,Intervention	101,493.00	10.00%	10,149.30
Peer Coach	86,000.00	15.00%	12,900.00
Admin Asst Ed Services	79,118.00	5.00%	3,955.90
Director of Human Resources	138,000.00	5.00%	6,900.00
Director Business	139,138.00	5.00%	6,956.90
Asst Supt Business	168,804.00	10.00%	16,880.40
Admin Asst to Asst Supt	79,118.00	5.00%	3,955.90
			$101,676.90

(0.65% Technical Assistance Fee

The amounts above may be adjusted on an annual basis by mutual agreement. The parties will agree to the specific terms and conditions of the technical assistance fee through an MOU to be drafted prior to the start of the 2013/2014 school year.

Sincerely,

Scott Leaman
Superintendent
Western Placer Unified School District
600 6th Street
Suite 400
Lincoln, CA 95648

All-America City 2006

8.2.90