Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

BOARD OF EDUCATION
REGULAR MEETING
4480 N. BRAWLEY AVENUE
NUTRITION SERVICES
FRESNO, CA 93722
board.fresnounified.org

AGENDA
WEDNESDAY, OCTOBER 23, 2024
*4:30 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Special note: Please enter Nutrition Services from Brawley Avenue, proceed through the gate to park under the covered parking spaces.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Nutrition Services building is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Items prohibited in the Board of Education Room are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents for discussion at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids, or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board's consideration of the item.

In accordance with Board Bylaw 9322, students and parents/guardians may request that directory information or personal information (as defined in Education Code 49061 and/or 49073.2) be excluded from the minutes by making a request in writing to the Superintendent or Board Clerk.

Public materials are available for public inspection at our website at: board.fresnounified.org

TRANSLATION SERVICES**:** Available in Spanish and Hmong in the meeting room upon request.

***4:30 P.M**.

PLEDGE OF ALLEGIANCE

Emily Epperly of Fresno High School will lead the flag salute.

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

A. RECEIVE INFORMATION & REPORTS

A-1, RECEIVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for eight Board Policies (BP) as follows: BP 3110 - Transfer of Funds; BP 3270 - Sale and Disposal of Books, Equipment and Supplies; BP 3400 - Management of District Assets/Accounts; BP 3400.1 - Audit Committee; BP 3452 - Student Activity Funds; BP 3460 - Financial Reports and Accountability; BP 5145.7 - Sexual Harassment; BP 5146 - Married/Pregnant/Parenting Students. These revisions meet the California School Boards Association recommendations and best practices. The items will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
    a. Superintendent Search
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Leticia Cervantes v. Fresno Unified Workers' Compensation
    Fresno Unified Case No. 2016-0365
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Potential Case (one)

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

B. CONFERENCE/DISCUSSION AGENDA

***5:35 P.M.**

B-2, PRESENT and DISCUSS Quarterly Student Outcomes Data

Included in the Board binders is a presentation of data gathered from the first quarter of the school year. Data includes iReady Diagnostic 1, Foundational Skills Assessments, and ninth grade on track results. The presentation will also include a discussion of actions taken to respond to the data. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

***6:20 P.M.**

B-3, PRESENT, DISCUSS, and HOLD a Public Hearing in the Matter of the Aspen Valley Prep Academy Charter Renewal Petition

Included in the Board binders is a copy of the Aspen Valley Prep Academy (AVPA) renewal petition. AVPA has been a district authorized charter school since August 2004 and is applying for the renewal of their charter. The Aspen Valley Prep Academy charter petition was submitted to Fresno Unified School District on September 17, 2024, and will be presented to the Board for a decision at the November 20, 2024, Board meeting. Fiscal impact: The estimated fiscal impact for the renewal to Fresno Unified School District for 2025/26 is $2.1M, $2.2M in 2026/27, $2.4M in 2027/28 and $2.5M in 2028/29. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

***7:05 P.M.**

B-4, PRESENT, DISCUSS, and CONDUCT the Quarterly Board Self-Evaluation

The Board will participate in a discussion facilitated by Sue Deigaard from the Council of the Great City Schools. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

C. CONSENT AGENDA

C-5, APPROVE Personnel List

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-6, ADOPT Findings of Fact and Recommendations of District Administrative Board

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular meeting of the Board held October 09, 2024. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

C-7, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the October 09, 2024, regular meeting of the Board of Education. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Interim Superintendent, Mao Misty Her, telephone 457-3884.

C-8, ADOPT Resolution No. 25-21, Continued Funding from California Department of Education for California State Preschool Programs

Included in the Board binders is Resolution No. 25-21, Continued Funding from California Department of Education for California State Preschool Programs. Resolution No. 25-21 certifies the Board's approval to submit the Continued Funding Application to the California Department of Education. The resolution also authorizes the designated representatives to sign the Continued Funding Application and all related contract documents for the 2025/26 school year. The submission of the Continued Funding Application is required annually to renew the contracts that fund both the part-day and full-day California State Preschool and the California Prekindergarten and Family Literacy Support Programs. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

C-9, APPROVE Student Outcomes Focused Governance Timeline

Included in the Board binders is the revised Student Outcomes Focused Governance timeline established by the Board of Education and the Council of the Great City Schools. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-10, APPROVE Agreement with Community Responsive Education

Included in the Board binders is an agreement with Community Response Education (CRE) to provide professional learning and curriculum development, teacher coaching and feedback, and Ethnic Studies district strategic implementation support in alignment with the Fresno Unified Ethnic Studies V.A.L.L.E.Y. Framework. CRE will provide job-embedded, Ethnic Studies support using the cycle of continuous improvement and will support the Ethnic Studies lead team in strategic implementation of Ethnic Studies. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $100,000 are available in the Ethnic Studies Block Grant budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

C-11, APPROVE Agreement with Focus Five Inc

Included in the Board binders is an agreement with Focus Five Inc to provide virtual artist residencies at 40 elementary sites. The residencies, facilitated by professional teaching artists, include creative movement, drama, media arts, music, and visual art. Grade level teachers will also receive six optional virtual professional learning sessions on how to integrate art into their content to increase creativity and student achievement. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $400,000 are available in the Student Engagement budget. Contact person: Natsha Baker, Ed.D., telephone 457-3731.

C-12, APPROVE Agreement with WOW Productions

Included in the Board binders is an agreement with WOW Productions to provide lighting and sound design and technical support for productions and ensemble performances at Bullard TALENT K-8, a performing arts magnet school for students from all regions of Fresno Unified School District. WOW Productions has technical and design expertise to support student productions throughout the school year. These opportunities support language skills, reading, social-emotional development, student confidence, and will allow all students to learn and develop their skills in the California Arts Standards. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $18,000 are available in the Bullard TALENT K-8 Block Grant budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

C-13, APPROVE Agreement Renewal with KnowBe4

Included in the Board binders is a 32-month agreement renewal with KnowBe4 to provide cybersecurity awareness training for staff. KnowBe4 is the world's largest integrated platform for cybersecurity awareness training and simulated phishing. KnowBe4 has the world's largest library of cybersecurity awareness training content, including interactive modules, videos, games, posters, and newsletters. The included phishing assessments simulate what bad actors are actively doing and see how employees apply their training. The Interim Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of $139,400 are available in the Information Technology budget. Contact person: Tami Lundberg, telephone 457-3560.

C-14, APPROVE State Center Adult Education Consortium Alternate Representative

Included in the Board binders is a recommendation to appoint Michael Robinson as the Fresno Unified School District alternate representative on the State Center Adult Education Consortium Executive Board. Mr. Robinson serves as one of two vice principals at Fresno Adult School. Assembly Bill 104, which established the Adult Education Block Grant, requires all consortium members be designated by the respective member governing Boards. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, telephone 457-3731.

C-15, RATIFY Change Orders

Included in the Board binders is information on Change Orders for the following projects:

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing
Change Order 4 (CTE Building) presented for ratification: $245,480

Bid 23-65, Robinson Elementary School Portable Relocation
Change Order 1 presented for ratification: $46,680

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization: $ - 6,878

Bid 24-28, Lowell Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement
Change Order 1 presented for ratification: $9,260

Bid 24-61, Kirk Elementary School Sitework and Portable Improvements
Change Order 1 presented for ratification: $31,790

Bid 24-84, Scandinavian Middle School Sitework and Portable Improvement
Change Order 1 presented for ratification: $17,886

Bid 24-87, Gaston Middle School Sitework and Portable Improvement
Change Order 1 presented for ratification: $15,717

Bid 24-94 Section A, Burroughs Elementary School Playground Replacements
Change Order 1 presented for ratification: $10,941

The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $249,543 are available in the Measure M Fund for Bids 23-02, 24-16, and 24-94 and sufficient funds in the amount of $121,333 are available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 23-65, 24-28, 24-61, 24-84, and 24-87. Contact person: Paul Idsvoog, telephone 457-3134.

C-16, RATIFY the Filing of a Notice of Completion

Included in the Board binders is a Notice of Completion for the project which has been completed according to plans and specifications as follows:

Bid 24-69 Section C, Exterior Painting at Various Sites, Kratt Elementary School

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

END OF CONSENT AGENDA
(ROLL CALL VOTE)

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

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

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, NOVEMBER 06, 2024

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM A-1**

ACTION REQUESTED: RECEIVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for eight Board Policies (BP) as follows:

- BP 3110 - Transfer of Funds
- BP 3270 - Sale and Disposal of Books, Equipment and Supplies
- BP 3400 - Management of District Assets/Accounts
- BP 3400.1 - Audit Committee
- BP 3452 - Student Activity Funds
- BP 3460 - Financial Reports and Accountability
- BP 5145.7 - Sexual Harassment
- BP 5146 - Married/Pregnant/Parenting Students

These revisions meet the California School Boards Association recommendations and best practices. The items will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy
Peach font – Subcommittee recommendation
Grey font – New Policy, CSBA recommended
Green font – Legally mandated/reference changes
Teal header – *New Policy, non-CSBA proposed
Blue font – Clarification or readability changes
~~Red strikeout~~ – Recommended deletion
Green font - CDE/FPM/Legal required change
Purple font - Information change
Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services Office

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL:

DRAFT

Fresno Unified Board Policy (BP) 3110
Transfer of Funds

~~It is the policy of t~~The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements. ~~that all budget transactions are consistent withState accounting regulations and responsible business management while facilitating financial transactions for district school sites or departments.~~

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3000 – Concepts and Roles)
(cf. 3100 - Budget)
(cf. 3300 – Expenditures and Purchases)
(cf. 3350 – Travel Expenses)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

The total amount budgeted by the district for each major classification of expenditures, as listedin the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

Changes in Total Budget

~~Subsequent to~~ **After** adoption of the district's annual budget, all changes to the total appropriation or estimated revenues for any fund must be approved by the Board. Under the following specified conditions, such changes may be implemented in the district's financial system prior to Board approval. Ratification of such changes must be brought to the Board in a timely manner:

1. When state building program funds are apportioned.
2. When a categorical grant award has already been accepted by the Board.
3. When Board approval has been given for a specified amendment to the district budget.
4. When local donations/fees have been received by school sites/departments for supplies.

Appropriation Transfers

5. Intrafund appropriation transfers may be approved by the Superintendent or his/her designee. Such transfers must be incorporated in all subsequent financial reports presented to the Board.

Legal Reference:
EDUCATION CODE
78 Definition governing board
5200 Districts governed by boards of education
16095 Transfer of district funds to district state school building fund
~~17582 Deferred maintenance fund; establishment; purpose~~
~~17583 Deferred maintenance fund; transfer~~
~~17584 Budgeting certification deferred maintenance funding~~
~~17585 Applications for deferred maintenance funding~~
41301 Section A state school fund allocation schedule
42125 Designated and unappropriated fund balances
42238-42251 Apportionment to districts
42238.01-42238.07 Local control funding formula
42600 District budget limitation on expenditure
42601 Transfers between funds to permit payment of obligations at close of year
42603 Transfer of monies held in any fund or account to another fund; repayment
42840-42843 Special reserve fund
52616.4 Expenditures from adult education fund

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
revised: July 12, 2000
revised: September 10, 2014
revised: Fall__,2024

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 3270
Sale and Disposal of Books, Equipment and Supplies (Personal Property)

The Governing Board recognizes ~~that the district may own personal property which is unusable, obsolete, or no longer needed by the district. The Superintendent or designee shall arrange for the sale or disposal of district personal property in accordance with Board policy and the requirements of state law.~~ its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed $2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

(cf. 3440 - Inventories)

Instructional materials ~~may~~ shall be considered obsolete or unusable ~~when they:~~ by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new discoveries or technologies.
~~2. Have been replaced by more recent versions or editions of the same material, and they are of no foreseeable value in other instructional areas.~~
3. Contain demeaning, stereotyping or patronizing references to ~~either sex, to members of racial, ethnic, religious, vocational or cultural groups, or to persons with physical or mental handicaps~~. any group of persons protected against discrimination by law or Board policy
4. ~~Have been inspected and discovered to be~~ Are damaged beyond use or repair.

~~The Superintendent or designee shall identify to the Board all items not needed by the district, together with their estimated value and a recommended disposition.~~

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (2 CFR 200.313)

~~The Board may dispose of district property by any of the following methods:~~
~~1. The Board may advertise for bids and either sell the property to the highest responsible bidder or reject all bids. Timely notice for bids shall be posted or published as specified in Education Code 39520. Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 39521)~~

2. The Board may authorize the sale of the property by public auction. (Education Code 39520)
3. Without advertisement for bids, the Board may sell or lease the property to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 U.S.C., Section 484(j)(3)). In such cases, the sale price shall equal the cost of the property plus estimated cost of purchasing, storing, and handling. (Education Code 39510)
4. If Board members attending the meeting unanimously agree that the property is worth no more than $2,500, the Board may designate any district employee to sell the property without advertising. (Education Code 39521(a))
5. If Board members attending the meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping.(Education Code 39521)
6. Surplus or undistributed obsolete instructional materials may be donated or sold at a nominal price to organizations or individuals who will use them for educational purposes, as specified in Education Code 60510.
7. Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified in item 6 above may be:
a. Mutilated so as not to be salable and sold for scrap at the highest obtainable price, or
b. Destroyed by any economical means at least 30 days after the Board has given notice to all persons who have requested such notice. (Education Code 60530)

(cf. 9323.2 - Actions by Board

Legal Reference:
EDUCATION CODE
17540-17542 Sale or lease of personal property by one district to another (or certain other agencies)
17545-17555 Sale or lease of personal property by one district to another
35168 Inventory of Equipment
60510-60530 Sales, donation, or disposal of instructional materials
CALIFORNIA CODE OF REGULATIONS
5 CCR 3944 Consolidated categorical programs; district title to equipment
5 CCR 3946 Control, safeguards, disposal of equipment purchased with consolidated application funds
GOVERNMENT CODE
39520-39529 Sale of personal property
60413 Sales to pupils; disposition of proceeds
60420 Disposal of old textbooks
60500 Determination of obsolescence
60510-60513 Donation or sale
60520-60521 Disposition of sale proceeds
60530 (Methods of) destruction
65505 District property; disposition; proceeds
FEDERAL CODE
2 CFR 200.0-200.521 Federal uniform grant guidance
40 USC 549 Surplus property

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted: June 23, 1994 Fresno, California
Revised: Fall, 2024

Policy Section: 3000 Business and Noninstructional Operations

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Fresno Unified Board Policy (BP) 3400
Management Of District Assets/Accounts

The Governing Board recognizes its fiduciary responsibility to effectively manage and **safeguard the district's** assets and **resources** in order to help achieve the district's goals for student learning. The Superintendent or designee shall establish and maintain an accurate, efficient financial management system~~s to meet~~ that enhances the district's ability **to meet** its fiscal obligations, produces reliable ~~useful information for~~ financial reports, and complies with laws, regulations, policies, and procedures ~~safeguard the district's resources~~. The Superintendent or designee ~~He/she~~ shall ensure that the district's accounting system provides ongoing internal controls and meets generally accepted accounting standards as specified by the California Department of Education and, as appropriate, the Governmental Accounting Standards Board (GASB). When required by law or as directed by the Board, and in accordance with Board Policy and Administrative Regulation 3460 – Financial Reports and Accountability, the Superintendent or designee shall submit to the Board reports of the district's financial status.

(cf. 3100 - Budget)
(cf. 3300 - Expenditures/Expending Authority)
(cf. 3460 - Financial Reports and Accountability)

Capital Assets

The Superintendent or designee ~~Governing Board recognizes the importance of~~ shall develop a system to accurately~~cy~~ identify~~ing~~ and valuez~~ing~~ district assets in order to help ensure financial accountability and to minimize the risk o**f**~~f~~ loss or~~f~~ misuse. District assets with a useful life of more than~~t~~ one year and an initial acquisition cost of $15,000 or more shall be considered capital assets.

(cf. 3440 - Inventories)

The Superintendent or designee shall determine the estimated useful life of each capital asset and shall calculate and report the estimated loss of value or depreciation~~,~~ during each accounting period for all capital assets.

Internal Control/Fraud Protection

The Board expects Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with the district to act with integrity and due diligence in dealings involving the district's assets and fiscal resources.

Board members and district employees involved in the making of contracts on behalf of the district shall comply with the district's conflict of interest policy as specified in Board Bylaw 9270 – Conflict of Interest.

The Superintendent or designee shall develop internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the district, assist with effective and efficient operation of the district, and produce reliable financial information, and ensure compliance with all applicable laws and regulations. These internal controls may include, but are not limited to, segregating and monitoring employee duties relating to authorization, custody of assets, and recording or reporting of transactions; providing detailed, written job descriptions explaining the segregation of functions; adopting an integrated financial system; developing timely reconciliations of budgets, ledgers, and accounts; conducting background checks on business office employees; and requiring continuous in-service training for business office staff and board members on the importance of fraud prevention, financial management, budget, and governance.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to the employee's immediate supervisor and/or the Superintendent or designee. In addition, the Superintendent or designee shall establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity.

The Superintendent or designee shall have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, the district's auditors, the Fiscal Crisis and Management Assistance Team (FCMAT), law enforcement agencies, or other governmental entities, as appropriate.

The Superintendent or designee shall provide regular reports to the Board on the status of the district's internal control procedures and recommend any necessary revisions to related Board policies or administrative regulations.

Legal Reference:
EDUCATION CODE
1241.5 Audit by county superintendent
14500-14508 Financial and compliance audits
35035 Powers and duties of superintendent**; transfer authority**
35250 Duty to keep certain records and reports
41010-41023 Accounting regulations, budget controls and audits
42600-4260~~3~~**4** Control of expenditures
42647 Drawing of warrants by district on county treasurer; form; reports, statements and other data
ELECTIONS CODE
1090-1099 Prohibitions applicable to specified officers
GOVERNMENT CODE
53995-53997 Obligation of contract
84308 Campaign Disclosure
87100-87500 Political Reform Act

~~Management Resources:~~
~~CSBA PUBLICATIONS~~
~~Maximizing School Board Leadership: Finance, 1996 GOVERNMENTAL ACCOUNTING STANDARDS BOARD~~
~~Statement 34, Basic Financial Statements - and Management's Discussion and Analysis - For State and Local Governments, June 1999~~
~~WEB SITES~~
~~Governmental Accounting Standards Board: http://www.gasb.org~~
~~CDE, School Fiscal Services: http://www.cde.ca.gov/fiscal~~
~~State Controller's Office: http://www.sco.ca.gov~~
~~Fiscal Crisis and Management Assistance Team: http://www.fcmat.org~~
~~School Services of California: http://www.sscal.com~~
~~California Association of School Business Officials: http://www.casbo.org~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
revised: January 28, 2004
revised: Fall 2024

Policy Section: 3000 Business and Noninstructional Operations

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Fresno Unified Board Policy (BP) 3400.1
Audit Committee

It is the policy of the Governing Board to establish a district audit committee as a means of enhancing the audit functions, of devoting sufficient attention to audits and financial reporting, and of demonstrating a commitment to the exercise of due care in reviewing audits and financial statements which will be used for management purposes and/or released to the public.

An audit committee shall be appointed by the Board and shall be responsible directly to the Board. Its purpose shall be to ~~assure~~ **ensure** that the highest level of internal controls are maintained in order to ~~assure~~ **ensure** that the work of the district is carried out in an efficient and economical manner.

The audit committee shall be comprised of seven members as follows:

1. Three members of the Board, appointed by the president of the Board
2. Four members **and two alternates** of the community whose skills are deemed sufficient by the Board to enable them to carry out their duties effectively. Appointment by the Board shall be pursuant ~~by~~ **to** nomination and election by the Board

Board members of the audit committee shall be appointed for one-year terms at the meeting following the annual organizational meeting of the Board.

Community members of the audit committee shall be appointed by the Board for four-year terms with a staggered rotation.

Community members should meet the following criteria:

1. Independence

- **Independence from Management**: All community members of the audit committee must be independent. This means they cannot accept any consulting, advisory, or compensatory fees from the District, other than for board service. They also cannot be affiliated persons of the District or any of its component units.
- **No Material Relationships**: Members must not have any material relationship with the District, either directly or as a partner, shareholder, or officer of an organization that has a relationship with the District.

2. Financial Literacy

- **Financial Expertise**: At least one community member of the audit committee must be a "financial expert," as defined by the SEC. This person should have an understanding of financial statements, generally accepted accounting principles (GAAP), and experience in preparing, auditing, analyzing, or evaluating financial statements.
- **General Financial Literacy**: All community members of the audit committee must be financially literate, meaning they must have the ability to understand fundamental financial statements, including the District's statement of financial position and statement of revenues, expenses and fund balance.

Meetings of the audit committee shall be called and conducted by an audit committee chairperson. The chairperson shall be elected by the Audit Committee and shall be a Board-

member appointee to the committee. The chairperson will be elected annually.

The audit committee shall carry out its work by monitoring the work of the district's internal and external auditors, by serving as liaison between the district and its internal and external auditors, and by presenting an annual report to the Board on the status and substance of the auditor's work. Members shall have no more than two consecutive, unexcused absences.

The audit committee shall recommend to the Board for their action, the external auditor, and the scope of each annual audit.

The audit committee is involved in the selection and replacement, and the regularly scheduled annual session for evaluation of the internal auditor.

The Superintendent shall serve as executive officer to the audit committee and the internal auditor will report administratively to the Superintendent and/or designee and functionally to the audit committee of the Board. The Superintendent and/or designee shall evaluate the internal auditor, with input from the chairperson of the Audit Committee and one community member of the Audit Committee.

The Superintendent shall make available to the audit committee ~~such other~~ district staff, as ~~shall be~~ needed, to carry out the committee's work. The internal auditor shall be expected to work closely, in a staff capacity, with the committee.

The responsibilities of the audit committee shall include but not be limited to the following:

1. Recommend to the Board for approval **of** the independent auditors~~.~~

2. Review the independent audit engagement including the fee, scope and timing of the audit, and any other services to be rendered, including nonaudit services~~.~~

3. Review with the independent auditors district policies and procedures regarding internal auditing and internal accounting and financial controls~~.~~

4. Upon completion of their audit, review with the independent auditors the cooperation they received from district personnel during the audit, the extent to which district resources could be used to minimize the time spent on the audit, and any significant matters of concern arising from the audit~~.~~

5. Review with the independent auditors any significant transactions which are not a normal part of the district's business, any changes in accounting principles and practices, all significant proposed audit adjustments, and any recommendations that they may have for improving internal controls, choice of accounting principles or management systems~~.~~

6. Review with the district's financial and accounting staff district policies regarding internal accounting and financial controls~~.~~

7. Review and recommend district policies to the Board to prohibit unethical, questionable, or illegal activities by district employees~~.~~

8. Review with the internal auditor the organization and independence of the internal audit function; the goals and plans of internal audit including the nature and extent of work; problems and experiences in completing internal audits; and findings, conclusions, and recommendations as a result of internal audits.

9. Upon completion of the independent audit, review with the district's financial and accounting managers their perception of the independent auditors, any significant matters of concern arising from the audit, and the extent to which recommendations made by the independent auditors have been implemented.

10. Prepare quarterly written reports to the Board relating the results of committee activities

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 29, 1979 Fresno, California
revised: January 25, 1996
revised: March 25, 1999
revised January 16, 2002
revised: Fall 2024

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 3452
Student Activity Funds

~~Through the authority give~~ t The Governing Board recognizes that student organizations can provide student with an **opportunity to** conduct worthwhile cocurricular activities while helping students learn about effective financial practices and develop leadership and management skills. To that end, **the Board** may approve **the formation of** associated **student body organizations** which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. ~~to approve, control, and regulate student body associations within the district (Education Code 48930), the Board authorizes the formation of student body funds at each school site within their authority and such other student body funds necessary to ensure that all students are availed of the opportunity to participate.~~

Student organizations may raise and spend ~~money in order to~~ funds to support activities that promote the general welfare, morale and educational experiences of the student~~s~~ body. ~~Student funds shall finance worthwhile activities which go beyond those provided by the district.~~

Fundraising

Each principal or designee shall keep on file a list of the fundraising events that each student organization proposes to hold that year. The principal or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the principal or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

~~*cf. 1321 - Solicitation of Funds from and by Students*~~
~~*cf. 3554 - Other Food Sales*~~
~~*cf. 6145.5 - Student Organizations/Associations*~~

Management and Reporting of Funds

Student funds shall be managed in accordance with law, regulations, Board policies, and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the ~~safety~~ security of funds ~~or exposing students to undue responsibility or unnecessary routine.~~

~~The Board approves that student funds shall be held or invested within the district's boundaries and in accordance with Education Code 48933. (See district's Student Body Manual)~~

The Superintendent or designee shall develop internal control ~~Student funds shall be disbursed according to~~ procedures ~~established by the Business Division. All disbursements must be approved by a designated administrator, the certificated employee who is the student organization advisor, and a student organization representative. (Education Code 48933)~~to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud

and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

The principal or ~~other Board~~ designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall monitor the budget and periodically review the organization's ~~general financial structures and accounting~~ use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be expended according to procedures established by the student organization. All expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. ~~Auditing cost~~ **The cost of the audit** shall be paid from district funds. (Education Code 41020)

~~*(cf. 3400 - Management of District Assets/Accounts)*~~

Legal Reference:
EDUCATION CODE
35182.5 Contracts for advertising
35564 Funds; obligations of the student body
41020 Requirement for annual audit
48930-48938 Student ~~body~~ organizations
49431 Sale of food; elementary school
49431.2 Sale of food; middle and high schools
49431.5 Sale of beverages; elementary, middle, and high school
51520 Prohibited solicitations on school premises
CALIFORNIA CODE OF REGULATIONS
15500 Food sales in elementary schools
15501 Food sales in high schools and junior high schools
4920-4922 Nondiscrimination in intramural, interscholastic, and club activities
FEDERAL CODE
106.41 Nondiscrimination in athletic programs

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
revised: Fall 2024

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 3460
Financial Reports and Accountability

The Governing Board is committed to ensuring the fiscal health of the district and providing public accountability. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and **financial** operations ~~ensure that the financial systems~~ support the district's goals for student achievement.

~~(cf. 3100 - Budget)~~
~~(cf. 3110 - Transfer of Funds)~~
~~(cf. 3300 - Expenditures/Expending Authority)~~
~~(cf. 3430 - Investing)~~
~~(cf. 4143/4243 - Negotiations/Consultation)~~
~~(cf. 9000 - Role of the Board)~~

~~The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.~~

The Superintendent or designee shall ensure that ~~all~~ financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Government Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report without breaking any applicable submission deadline.

(cf. 3400 - Management of District Assets/Accounts)

The Board shall regularly assess the **district's financial position** and communicate the results to the public, ~~district's financial position to the public~~ and shall use financial reports to determine ~~what~~ the actions and budget amendments, if any, that are needed to ensure the district's financial stability.

~~*Audit Committee (See BP 3400.1)*~~
(cf. 1340 - Access to District Records)

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action ~~act quickly~~ to ~~identify and~~ resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to provide the district with needed advice or fiscal management training~~. the district on fiscal matters.~~

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account

code structure (SACS) as prescribed by the Superintendent of Public Instruction(SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall**, at a regular or special meeting,** adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. **(Education Code 42132; Government Code)**

(cf. 9322 - Agenda/Meeting Materials)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

Each fiscal year the Superintendent or designee shall submit two interim ~~fiscal~~ reports to the Board.~~, t~~The first report **shall** cover~~ing~~ the district's financial and budgetary status for the period ending October 31 and the second report **shall** cover~~ing~~ the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, ~~certify,~~ on the basis of the interim report and any additional financial information known by the Board**, shall certify in writing** whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent ~~under the authority granted to him/her pursuant to~~ (Education Code 42131).

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

If, a~~A~~t any time during the year, ~~when~~ the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the district's financial and budgetary conditions, ~~after he/she has determined that the district's budget district's budget does not comply with state criteria and standards for fiscal stability,~~ the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of the Board's ~~its~~ proposed actions on the recommendation. (Education Code 42637)

Audit Report

~~Pursuant to Education Code 41020, if the district has a disapproved budget, has received a negative certification on any budget or interim fiscal report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern, any contract the district enters into for auditing services must be approved by the County Superintendent.~~

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose ~~The Board shall not select any public accounting firm to provide audit services if the~~ lead or coordinating audit partner having primary responsibility for the audit, or whose ~~the~~ audit partner responsible for reviewing the audit~~,~~ has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The ~~responsibilities of the audit~~ committee shall serve in an advisory capacity and may: ~~include but not be limited to the following:~~

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit ~~independent audit engagement including the fee, scope, and timetable of the audit, and any other services to be rendered, including nonaudit services.~~

~~Review with the independent auditors any significant transactions which are not a normal part of the district's business, any changes in accounting principles and practices, all significant proposed audit adjustments, and any recommendations that they may have for improving internal controls, choice of accounting principles or management systems.~~

3. Review the results of the audit and participate with the independent auditor~~s~~ and management in preparing final recommendations and responses ~~district policies and procedures regarding internal auditing and internal accounting and financial controls.~~

4. Participate with the independent auditor in presenting the audit report to the Board ~~Review with the district's financial and accounting staff district policies regarding internal accounting and financial controls. Review and recommend district policies to the Board to prohibit unethical, questionable, or illegal activities by employees.~~

5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting ~~Upon completion of the independent audit, review with the district's financial and accounting managers their perception of the independent auditors, any significant matters of concern arising from the audit, and the extent to which recommendations made by the independent auditors have been implemented.~~

6. Provide input on the effectiveness of the independent auditor ~~Prepare quarterly written reports to the Board relating the results of the committee activities.~~

7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems ~~Upon completion of their audit, review with the independent auditors the cooperation they received from district personnel during the audit, the extent to which district resources could be used to minimize the time spent on the audit, and any significant matters of concern arising from the audit.~~

8. ~~Review with the internal auditor the organization and independence of the internal audit function; the goals and plans of internal audit including the nature and extent of work; problems and experiences in completing internal audits; and findings, conclusions, and recommendations as a result of internal audits.~~

Legal Reference:
EDUCATION CODE
1240 ~~Duties of~~ County superintendent of schools, **duties**
14500-14508 Financial and compliance audits
17150-17150.1 Public disclosure of non-voter-approved debt
17170-17199.5 California School Finance Authority
33127 Standards and criteria for local budgets and expenditures
33128 Standards and criteria; inclusions
33129 Standards and criteria; use by local agencies
35035 Powers and duties of superintendent; **transfer authority**
41010-41023 Accounting system **and audits**
41326 Emergency apportionment
41344 Repayment of apportionment significant audit exceptions

41344.1 Appeals of audit findings
41455 Examination of financial problems of local districts
42100-42105 Requirement to prepare and file annual statement
42120-42129 Budget requirements
42130-42134 Financial reports and certifications
42140-42142 Public disclosure of fiscal obligations
42637 County Superintendent review of district's financial and budgetary conditions
42652 Revocation or suspension of warrant authority
48300-48316 Student attendance alternatives; **school district of choice program**
52060-52077 Local control and accountability plan
GOVERNMENT CODE
16429.1 Local agency investment fund
3540.2 **Meeting and negotiating in public educational employment** ~~School district; qualified or negative certification; proposed agreement review and comment~~
53646 Treasurer ~~R~~reports **and statements** of investment policy ~~and compliance~~
7900-7914 Appropriations limit
CODE OF REGULATIONS, TITLE 5
15060 Standardized account code structure
15070 Submission of reports using standardized account code structure
15440-15451 Criteria and standards for school district budgets
15453-15464 Criteria and standards for school district interim reports
19810-19816.1 Audits
FEDERAL REGULATION
2 CFR 200.0-200.521 Federal uniform grant guidance
31 USC 7501-7507 Single audits of federal program funds

~~MANAGEMENT RESOURCES:~~
~~California Department of Education Communication: New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007~~
~~CSBA PUBLICATIONS~~
~~Maximizing School Board Governance: Fiscal Accountability, 2006 CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS~~
~~New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007~~
~~1208.00 Audit Resolution Process: Repayment Plans~~
~~FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS~~
~~Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006~~
~~GOVERNMENTAL ACCOUNTING STANDARDS BOARD~~
~~Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009~~
~~Statement 34, Basic Financial Statements and Managements Discussion and Analysis - For State and Local Governments, June 1999~~
~~Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004~~
~~U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENTS COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS~~
~~Financial Audit Manual, revised 20038~~
~~U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS~~
~~A-133 Audits of States, Local Governments, and Non-Profit Organizations STATE CONTROLLER PUBLICATIONS~~
~~Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)~~
~~WEB SITES~~
~~CSBA: http://www.csba.org~~
~~California Association of School Business Officials: http://www.casbo.org~~
~~California County Superintendents Educational Services Association: http://www.ccsesa.org California Department of Education, Finance and Grants: http://www.cde.ca.gov/fg Education Audit Appeals Panel: http://www.eaap.ca.gov~~
~~Fiscal Crisis and Management Assistance Team: http://www.fcmat.org Governmental Accounting Standards Board: http://www.gasb.org School Services of California: http://www.sscal.com~~
~~State Controllers Office: http://www.sco.ca.gov~~
~~U.S. Government Accounting Office: http://www.gao.gov~~
~~U.S. Office of Management and Budget: http://www.whitehouse.gov/omb~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
reviewed: June 1999
revised: January 28, 2004
revised: March 30, 2005
revised: September 10, 2014
revised: Fall 2024

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 5145.7
Sex~~ual~~ Discrimination and Sex-Based Harassment

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school- related activities, sexual discrimination and sex-based harassment, as defined in the accompanying administrative regulation, targeted at any student, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status. ~~by anyone.~~

Additionally, t~~T~~he Board ~~also~~ prohibits retaliatory behavior or action against any person who ~~reports, files a~~ complains~~t~~ or testifies about~~,~~ **conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct,** or otherwise ~~supports a complainant in alleging sexual harassment.~~ **participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)**

The district strongly encourages students who feel that they are being or have experienced ~~been~~ sex~~ually harassed~~ discrimination, including sex-based harassment, on school grounds or at a school-sponsored or school-related activity, or off-campus when the conduct, ~~by another student or an adult, or who have experienced off-campus sexual harassment that~~ has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sexual discrimination, including sex-based harassment, by or against a student in a district education program or activity shall report the incident to ~~notify~~ the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administration Regulation 5145.71 – Title IX Sexual Discrimination and Sex-Based Harassment Complaint Procedures ~~or BP/AR 1312.3 – Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.~~

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent~~,~~ as deemed appropriate under the circumstances.

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 – Uniform Complaint Procedures)
(cf. 5131 – Conduct)
(cf. 5131.2 – Bullying)
(cf. 5137 – Positive School Climate)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)

The Superintendent or designee shall **ensure that all district staff are** ~~inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be~~ trained regarding the **district's sex discrimination and sex-based harassment policy,**

and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sex~~ual~~ discrimination and sex-based harassment. Such instruction and information shall include:

1. What acts and behavior constitute sex~~ual~~ discrimination and sex-based harassment~~,~~; ~~-~~including the fact that sex~~ual~~ discrimination and sex-based harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sex~~ual~~ discrimination and sex-based harassment under any circumstance

3. Encouragement to report observed incidents of sex~~ual~~ discrimination and sex-based harassment even when the alleged victim of the discrimination or harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sex~~ual~~ discrimination and sex-based harassment incident will be addressed separately and will not affect the manner in which the sex~~ual~~ discrimination and sex-based harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sex~~ual~~ discrimination and sex-based harassment allegation that involves a student, whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students.

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sex~~-ual~~ discrimination and/or sex-based harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sex~~-ual~~ discrimination and sex-based harassment complaint continues

8.A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sex~~ual~~ discrimination and sex-based harassment and/or other students during an investigation.

Disciplinary Actions

Upon completion of an investigation of ~~a~~ sex~~ual~~ discrimination and/or sex-based harassment~~, complaint,~~ any student found to have engaged in sex~~ual~~ discrimination and/or sex-based harassment or sexual violence, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

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

Upon investigation of a sex~~ual~~ discrimination and/or sex-based harassment ~~complaint~~, any employee found

to have engaged in sex~~ual~~ discrimination against, and/or sex-based harassment or sexual violence toward, any student, shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 – Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

~~Confidentiality and~~ Record-Keeping

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)~~

~~In accordance with law and district policies and regulations,~~ ~~t~~The Superintendent or designee shall maintain ~~a~~ records ~~i~~**in accordance with law**, **including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and district policies and regulations,** of all reported cases of sex-based~~ual~~ harassment to enable the district to monitor, address and prevent repetitive harassing behavior in ~~its~~ district schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-2~~62.470~~ Prohibition of discrimination ~~on the basis of sex~~
220.1 Prohibition of retaliation related to educational equity
220.3 Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
220.5 Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
35292.5 School restrooms; all-gender restrooms
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 ~~Notice at beginning of term~~ **Parent/Guardian notifications**
48985 Notices **to parents**, ~~report, statements and records in primary~~ **in** language **other than English**
49060-49079 Students Records
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents~~/~~ **or** guardians for **act of** willful misconduct ~~of~~ **by a** minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
432 Student Records
4600-4670 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs **receiving state or federal financial assistance**
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act **(FERPA) of 1974**
1681-1688 Title IX of the Education Amendments of 1972**; discrimination based on sex**
UNITED STATES CODE, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.71 Nondiscrimination on the basis of sex in education programs
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014 Safe Schools: Strategies for ~~Governing Boards to Ensure Student Success, 2011~~
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

Policy FRESNO UNIFIED SCHOOL DISTRICT
Adopted August 26, 1993 Fresno, California
Revised December 11, 1997
Revised September 22, 1999
Revised March 10, 2004
Revised August 22, 2012
Revised June 17, 2015
Revised November 16, 2016
Revised January 20, 2021
Revised February 21, 2024
Revised Fall 2024

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5146
Married/Pregnant/Parenting Students

The Governing Board recognizes that responsibilities pertaining ~~related~~ to marriage, pregnancy, or parenting, including ~~and~~ related ~~responsibilities~~ obligations, medical conditions, or recovery, may disrupt a students' education and increase the chance of a student dropping out of school. The Board ~~therefore~~ desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students ~~to~~ in their continued their education, assisting them to attain strong academic and parenting skills, and promot~~e~~eing the healthy development of their child(ren).

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any ~~pupil~~ **student** from any educational program or activity, including any class or extracurricular activity, solely on the basis of the ~~pupil~~ **student's current, potential, or past** pregnancy, childbirth, false pregnancy, termination of pregnancy, **lactation,** or related **medical conditions or** recovery ~~therefrom.~~ In addition, the district shall not adopt any rule concerning a ~~pupil's~~ **students** actual, ~~or~~ potential**, or past** parental, family, or marital status that ~~treats~~ **discriminates against and/or treats a** student~~s~~ differently on the basis of sex. (Education Code 221.51~~(a)(b);~~ **230**;5 CCR 4950~~(a)~~; 34 CFR 106.40) ~~(a)(b)(1))~~

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

The ~~district~~ **Superintendent or designee** shall **annually** notify **parents/guardians at the beginning of the school year of the rights and options available** to pregnant and parenting ~~pupils~~ **students under the law. In addition, pregnant and parenting students shall be notified** of the rights and options available under the law through ~~the~~ annual school year welcome packets and through independent study packets. (Education Code 222.5~~(a)~~ **48980)**

~~The district shall also annually notify parents/guardians of pupils at the beginning of the regular school term of the rights and options available to pregnant and parenting pupils under the law. (EC Section 222.5(b))~~

(cf. 5145.6 - Parental Notifications)

Any employee who is informed by a student, or a person who has a legal right to act on behalf of a student, of a student's pregnancy or related conditions shall provide that person with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific acts to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity. (34 CFR 106.8)

When notified of a student's pregnancy or related conditions, the Title IX Coordinator shall provide the student, and if applicable the person who has a legal right to act on behalf of the student and who notified the Title IX Coordinator of the student's pregnancy or related conditions, with the district's notice of nondiscrimination, as specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment and Exhibit (1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. The Title IX Coordinator shall also coordinate actions specified in 34 CFR 106.40 to prevent discrimination against, and ensure equal access to, the student, including the following: (34 CFR 106.44)
1. Notifying the student that the district is required to not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related

conditions

However, a student's voluntary participation in a separate portion of the district's education program or activity does not constitute prohibited discrimination if the district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. To the extent consistent with 34 CFR 106.40(b)(3), ensuring that pregnancy or related conditions are treated in the same manner and under the same policies as any other temporary medical condition with respect to any medical or hospital benefit, service, plan, or policy the district administers, operates, offers, or participates in with respect to students admitted to the district's education program or activity

3. Informing the student that the district may not require the student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for Title IX discrimination

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting ~~pupils~~ students shall ~~not be excluded from~~ retain the right to participate~~ion~~ in the regular education program~~s~~ ~~and shall not be required to participate in pregnant pupil programs~~ or an alternative education~~al~~ program~~s~~. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the ~~pupil~~ student's child. ~~(Education Code 222.51(d); 5 CCR Section 4950(c); 34 CFR Section 106.40(b)(1)).)~~

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education)

~~Pregnant or parenting pupils who voluntarily participate in~~ Any alternative education program~~s~~ ~~shall be given educational programs~~, activity~~ies~~, ~~and~~ or course~~s~~ that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to ~~the~~ that offered to other district students. A student's participation in such programs shall be voluntary. ~~regular program~~ (Education Code 221.51~~(d),~~ 5 CCR 4950~~(c); 34 CFR Section 106.40(b)(3)))~~

The ~~district treats~~ Superintendent or designee shall not require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or ~~and~~ recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the district's education program or activity, including extracurricular activity, unless the certified level of physical ability is necessary for participation and such certification is required for all students. ~~therefrom in the same manner and under the same policies as any other temporary disability.~~ (Educational Code Section 221.51~~(e)~~; 5 CCR ~~Section~~ 4950~~(d)~~; 34 CFR Section 106.40~~(b)(4)~~).

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6183 - Home and Hospital Instruction)

~~The district shall not make pre-admission inquiry as to the marital status of an applicant for admission, including whether such applicant is "Miss" or "Mrs." The district may make pre-admission inquiry as to the sex of an applicant for admission, but only if such inquiry is made equally of such applicants of both sexes and if the results of such inquiry are not used in connection with discrimination prohibited by Title IX. (34 CFR Section 106.21(c)(4))~~

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

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

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A **student who is** pregnant or parenting, **or has a related condition,** ~~student~~ shall be entitled to **parental leave in order to protect the health of the student and/or the infant, and to allow the student to care for and bond with the infant. The period of the leave shall be the greater of eight weeks, or the length of time deemed necessary by the student's health care provider, or, if the district has a leave policy for which the student qualifies, the amount of time provided for in such policy.** ~~of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.~~ Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. ~~The Superintendent or designee may grant parental a leave beyond eight weeks if deemed medically necessary by the student's physician.~~ (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A **student who is** pregnant or parenting, **or has related conditions,** ~~student~~ shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a student who is pregnant or parenting, or has related conditions, ~~student~~ may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district.

Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

~~Reasonable~~ Accommodations

When necessary, the district shall provide reasonable accommodations to enable a pregnant or parenting, **or with related conditions,** ~~pupil~~ to access the educational program. **The district shall consult with the student when identifying potential modifications. Any modification accepted by the student shall be implemented. Any proposed modification that would fundamentally alter the nature of the district's education program or activity shall not be implemented. (34 CFR 106.40)**

~~A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)~~

~~The district shall provide reasonable accommodations to any lactating pupil on a school campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding. A pupil shall not incur an academic penalty for using any of these reasonable accommodations and shall be provided the opportunity to make up any work missed due to such use. A school shall be required to provide the reasonable accommodations specified only if there is at least one lactating pupil on the school campus.~~

~~(a)~~ Reasonable **modifications** ~~accommodations~~ ~~under this section~~ **may** include, but are not limited to,~~-~~ ~~,~~; ~~all of the following: (Education Code 222)~~ **(34 CFR 106.40)**

1. Breaks during class **to express milk, breastfeed**, or attend to health needs associated with pregnancy or related conditions, including eating, drinking or using the restroom

2. Intermittent absences to attend medical appointments

3. Access to online or homebound education

4. Changes in schedule or course sequence

5. Extensions of time for coursework and rescheduling of tests and examinations

6. Allowing a student to sit or stand, or carry or keep water nearby

7. Counseling

8. Changes in physical space or supplies, such as access to a larger desk or a footrest

9. Elevator access

10. Any other change to policies, practices, or procedures

A **student** who is pregnant or who has a related condition **shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)**

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222; 34 CFR 106.40)

~~i.~~ 1. Access to a private and secure room, other than a restroom, **that is clean, shielded from view, and free from intrusion by others** to express breast milk or breastfeed an infant child

~~ii.~~ **2.** Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

~~iii.~~ **3.** Access to a power source for a breast pump or any other equipment used to express breast milk

~~iv.~~ **4.** Access to a place to store expressed breast milk safely

~~(b)~~ **5.** A ~~lactating pupil shall be provided a~~ reasonable amount of time to accommodate the **student's** ~~pupil's~~ need to express breast milk or breastfeed an infant child

~~(c) Only school sites with at least one lactating pupil shall provide the reasonable accommodations specified above. A school subject to this may use an existing facility to meet the requirements.~~

~~(d) A pupil shall not incur an academic penalty as a result of her use, during the school day, of the reasonable accommodations specified in this section, and shall be provided the opportunity to make up any work missed due to such use.~~

Complaints

Any complaint alleging discrimination on the basis of **a student's current, potential, or past** pregnancy**, family,** or marital ~~or parental~~ status, district noncompliance with the requirements of Education Code 46015~~,~~ **or 34 CFR 106.40 or** district noncompliance with the requirement to provide reasonable accommodations for lactating students**,** shall be **investigated and resolved in accordance with the Title**

IX grievance procedures or specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment ~~addressed through the district's uniform~~ Complaint Procedures. ~~in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student.~~ (Education Code 222, 46015; 5 CCR 4600-4670; **34 CFR 106.44, 106.45**)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support current, potential, and past married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
221.51 Nondiscrimination; married, pregnant, and parenting students
222 Reasonable accommodations; lactating students
222.5 Pregnant and parenting students, notification of rights
230 Sex discrimination
8200-84980 Child Care and Development Services Act
46015 Parental leave
48050 Residents of adjoining states
48205 Excused absences
48206.3 Temporary disability, definition
48220 Compulsory education requirements
48410 Persons exempted from continuation classes
48980 Parental notifications
49553 Nutrition supplements for pregnant/lactating students
51220.5 Parenting skills and education
51745 Independent study
52610.5 Enrollment of pregnant and parenting students in adult education
CIVIL CODE
51 Unruh Civil Rights Act
FAMILY CODE
7002 Description of emancipated minor
HEALTH AND SAFETY CODE
104460 Tobacco prevention services for pregnant and parenting students
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4950 Nondiscrimination, marital and parental status
CODE OF REGULATIONS, TITLE 22
101151-101239.2 General licensing requirements for child care centers
101351-101439.1 Infant care centers
UNITED STATES CODE, TITLE 20
1681-1688 Title IX, Education Act Amendments **of 1972; discrimination based on sex**
UNITED STATES CODE, TITLE 42
1786 Special supplemental nutrition program for women, infants, and children
CODE OF FEDERAL REGULATIONS, TITLE 7
246.1-246.28 Special supplemental nutrition program for women, infants, and children
CODE OF FEDERAL REGULATIONS, TITLE 34
106.1-106.82 Discrimination on the basis of sex; effecting Title IX
106.40 Marital or parental status
ATTORNEY GENERAL OPINIONS
87 Ops.Cal.Atty.Gen. 168 (2004)
COURT DECISIONS
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
Management Resources:
WEB SITES
California Department of Education: http://www.cde.ca.gov California

Women's Law Center: http://www.cwlc.org
U.S. Department of Agriculture, Women, Infants, and Children Program: http://www.fns.usda.gov/wic
U.S. Department of Education: http://www.ed.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 10, 1993 Fresno, California
revised: December 11, 1997
reviewed: September 9, 1999
revised: February 13, 2002
revised: May 14, 2014
revised: May 9, 2018
revised: March 16, 2022
revised: Fall 2024

Policy Section: 5000 Students

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM B-2**

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Present and Discuss Quarterly Student Outcomes Data

ITEM DESCRIPTION: Included in the Board binders is a presentation of data gathered from the first quarter of the school year. Data includes iReady Diagnostic 1, Foundational Skills Assessments, and ninth-grade on track results. The presentation will also include a discussion of actions taken to respond to the data.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D.

INTERIM SUPERINTENDENT APPROVAL:

QUARTER 1
STUDENT OUTCOMES UPDATE

October 23, 2024

ACHIEVING OUR *GREATEST* POTENTIAL

Fresno Unified School District
ACHIEVING OUR *GREATEST* POTENTIAL

TODAY'S OUTCOMES

- **GAIN AN UNDERSTANDING OF WHERE OUR STUDENTS ARE WITH THE FOLLOWING ASSESSMENT OUTCOMES:**
  - Foundational Skills Assessment
    - TK
    - Kindergarten
  - i-Ready Diagnostic 1
  - Level UP
  - Grades 3 & 8
  - 9th-Grade On Track
- **LEARN ABOUT DATA-INFORMED NEXT STEPS USING BEST PRACTICES TO IMPROVE OUTCOMES (NOW WHAT?)**

GOAL #1 2024/25: DISTRICTWIDE STRATEGY IN INTENSITY AREAS

EARLY LITERACY- READING BY 1ST GRADE

ELEMENTARY: 3RD GRADE LITERACY

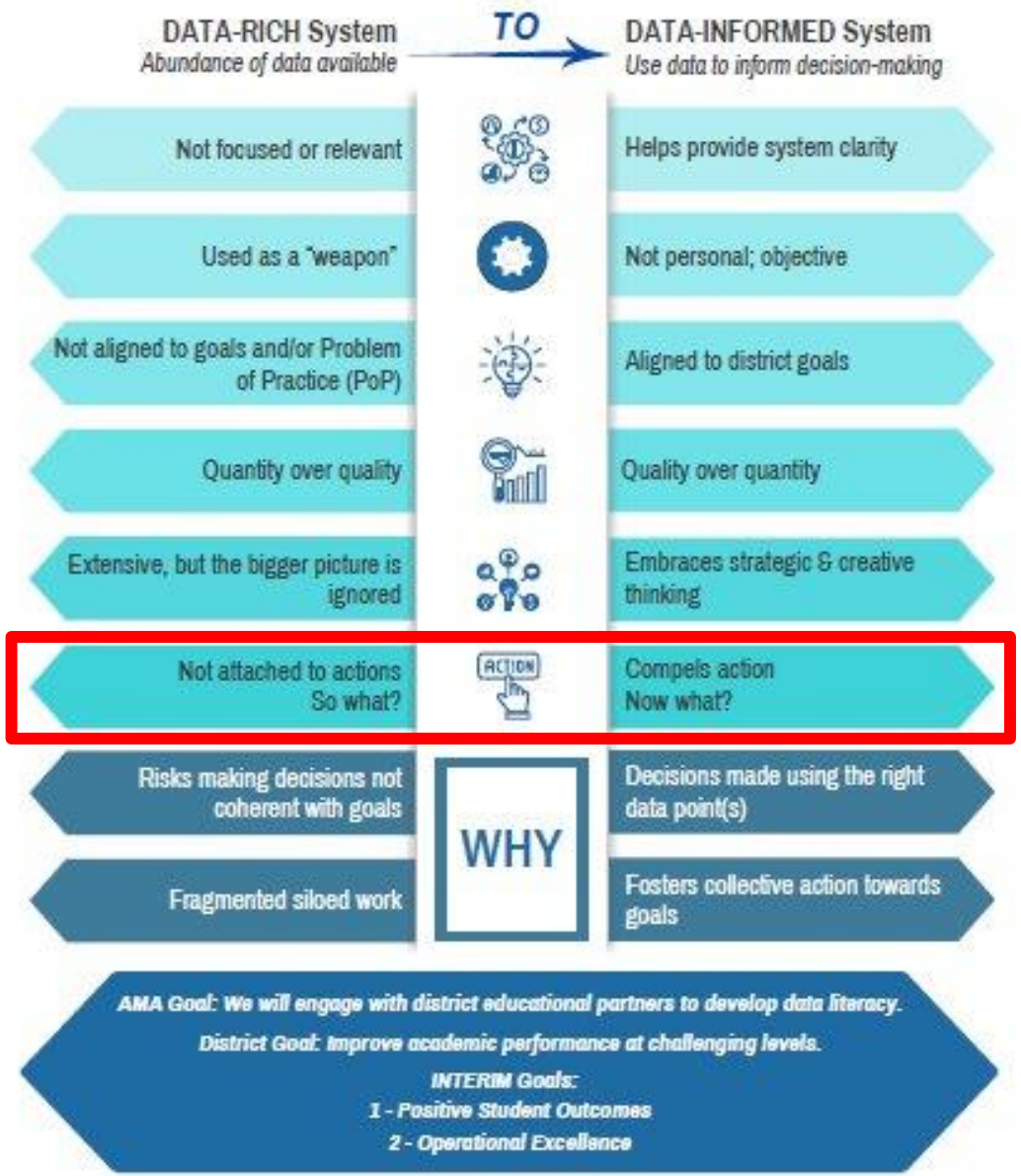
MIDDLE SCHOOL: 8TH GRADE MATH

HIGH SCHOOL: 9TH GRADE ON TRACK

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

SYSTEMIC DATA USE MINDSET *SHIFTS*

Fresno Unified School District



Fresno Unified School District
ACHIEVING OUR *GREATEST* POTENTIAL

TK PROGRESS MONITORING

TK-FOUNDATIONAL SKILLS ASSESSMENT (TK-FSA)

- Introduced in 2023/24
- Developmentally-appropriate for TK
  - Language & Literacy
  - Mathematics
  - Social & Emotional Development
  - Physical Development
- Data helps support & differentiate instruction, & communicate progress with families
- Completed 3 times a year; based on teacher observations

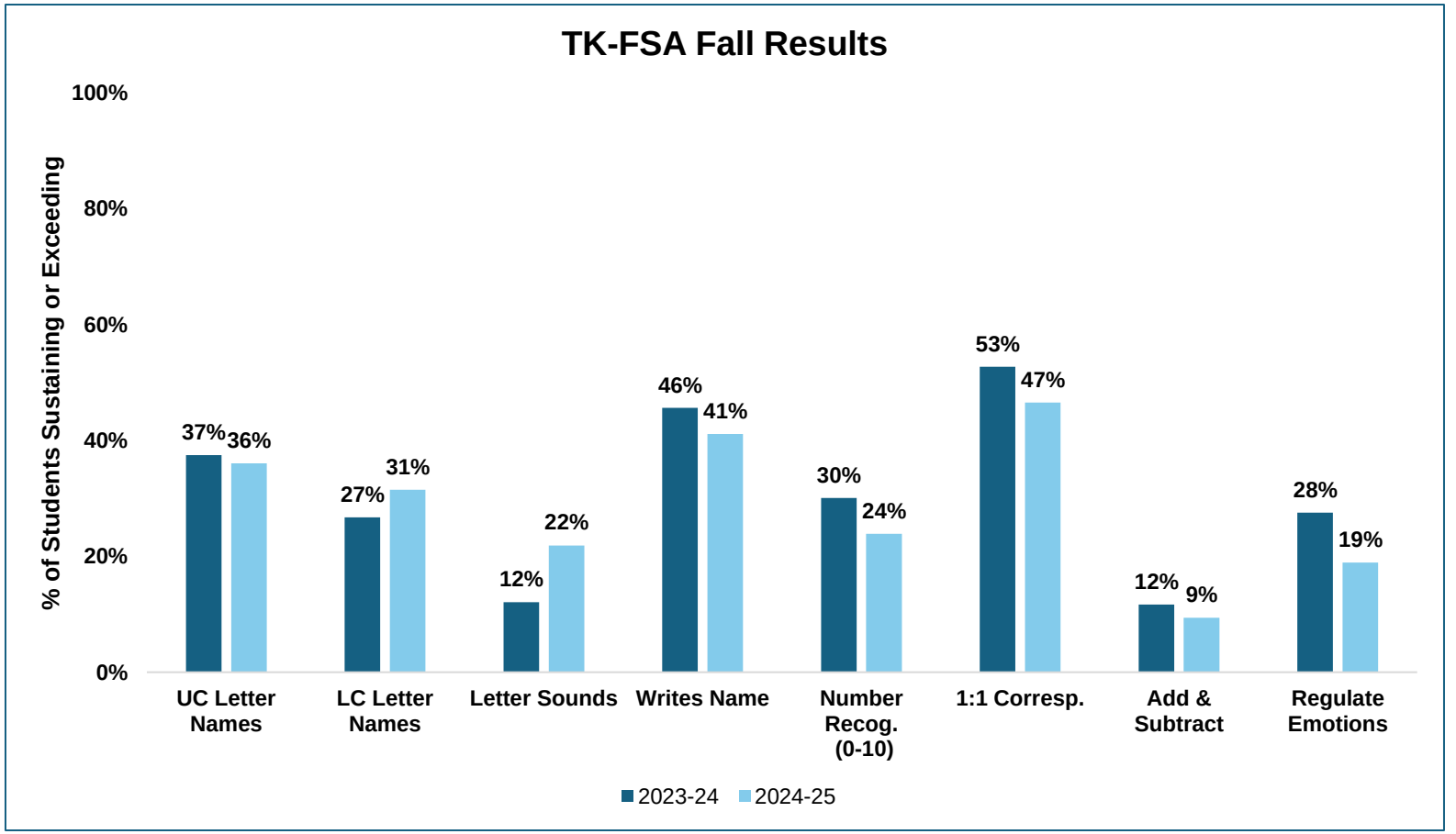
Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

TRANSITIONAL KINDERGARTEN LITERACY SKILLS- THROUGHOUT THE YEAR

Keep in mind that young children grow and develop at different stages throughout the year

In October, a literate TK student may be able to:	In January, a literate TK student may be able to:	By the end of the school year, a literate TK students will be able to:
• Understand that print carries meaning • Engage actively in play with sounds in words or rhymes • Talk about and connect story characters, setting, and plot • Repeat stories, poems, and songs • Point out letters in books and familiar words in the environment • Begin to understand that letters stand for sounds • Understand and use an increasing variety of vocabulary for objects and actions • Recognize the first letter of their name • Write marks to represent their own name or words • Use scribbles and marks to represent meaning	• Demonstrate increasing interest in written and spoken language • Begin to match letters with those in their names and other familiar words • Play with and manipulate sounds in words through games, songs, chants, and play • Recite or create artwork to demonstrate knowledge of characters or events in a familiar story • Demonstrate understanding by using more vocabulary to speak in longer sentences • Write marks and letter-like shapes to represent their own name or words	• Display appropriate book-handling behaviors and recognize print • Understand that print is something that is read and has meaning • Speaking aloud, put together and take apart sounds in words with the support of pictures or objects • Speaking aloud, blend sounds in a word to make a simple word with the support of pictures or objects • Match more than half of uppercase and lowercase letter names to their printed form • Match letters to some sounds • Recite or create artwork to demonstrate knowledge of details, including characters and order of events, in a familiar story • Demonstrate understanding by using more vocabulary to speak in sentences that combine two to three phrases to communicate ideas • Write letters or letter-like shapes to represent words or ideas • Write first name

TK-FSA FALL 2024 RESULTS



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

KINDERGARTEN PROGRESS MONITORING

- **KINDERGARTEN-FOUNDATIONAL SKILLS ASSESSMENT (K-FSA) BACKGROUND**
  - Introduced in 2020/21
    - Language & Literacy
    - Mathematics
    - Social & Emotional Development
    - Physical Development
  - Data helps support & differentiate instruction, & communicate progress with families
  - Completed 3 times a year; students assessed individually
  - Complements I-Ready results

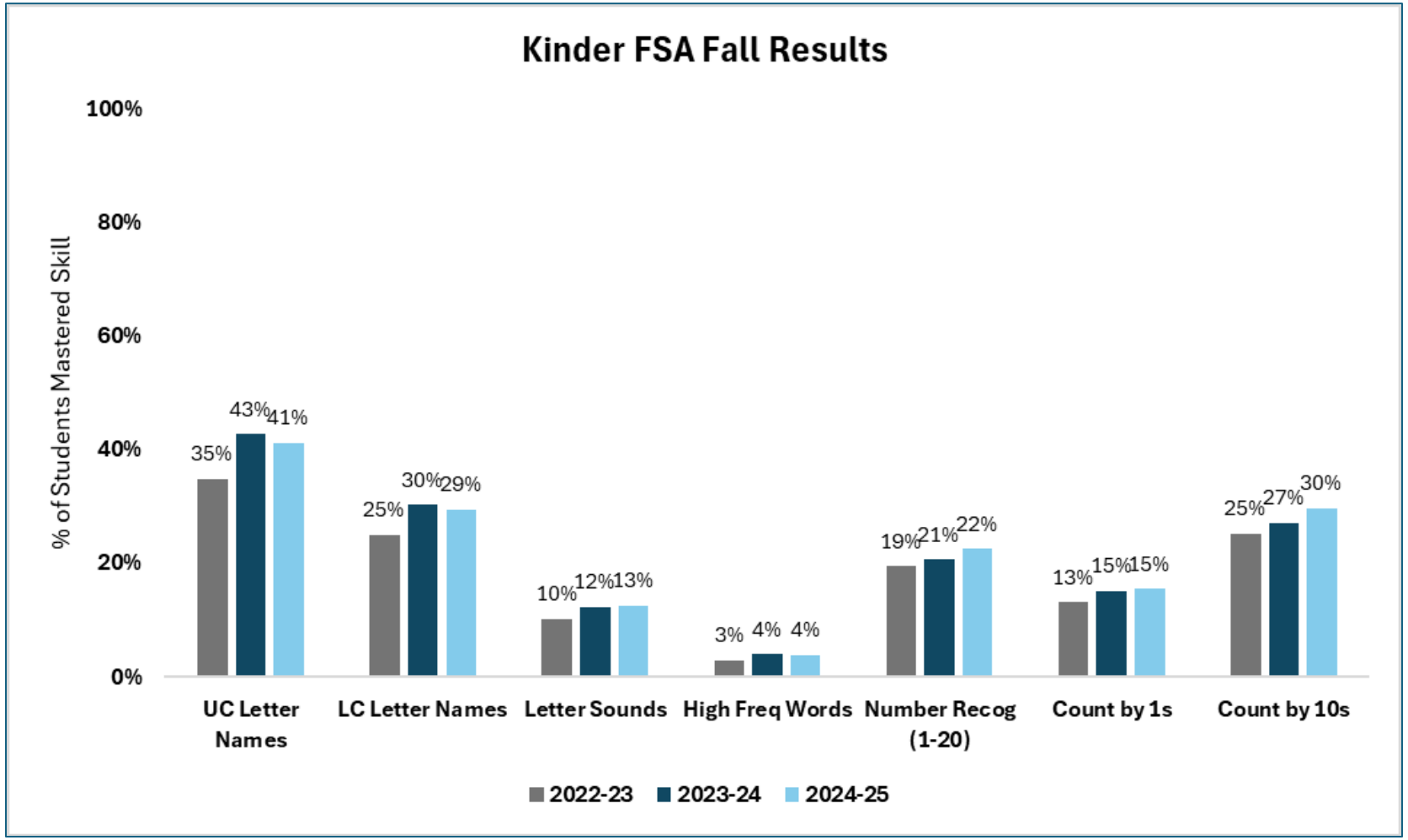
Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

KINDERGARTEN LITERACY SKILLS- THROUGHOUT THE YEAR

Keep in mind that young children grow and develop at different stages throughout the year

In October, a literate kindergarten student may be able to:	By January, a literate kindergarten student may be able to:	By the end of the year, a literate kindergarten student will be able to:
• Hold a pencil or crayon for writing. • Identify their name by sight. • Write first name legibly. • Communicate their ideas through drawing and dictating. • Demonstrate understanding of how print is organized. • Understand text directionality (text is read from left to right and then has a return sweep). • Understand that words are separated by spaces in print. • Recognize rhyming words. • Count, produce, blend, and segment syllables in spoken words. • Blend spoken phonemes to form one syllable words. • Blend letter sounds to read CVC (consonant/vowel/consonant) words. • Ask and answer questions about key details in a text. • Make predictions based on illustrations or portions of stories. • Begin to learn high frequency words.	• All of Quarter 1 skills plus the skills listed below. • Print all letters legibly in uppercase and lowercase forms. • Write first and last name legibly. • Communicate their ideas through drawing, dictating, and simple sentences. • Produce rhyming words. • Recognizes and uses "word families" (words that share certain letters and may also rhyme, e.g. bat, hat, rat, sat). • With prompting and support, identify the main topic and recite key ideas of a text. • Know, identify, and name all letters (uppercase and lowercase). • Know, identify, and name all letter sounds. • Begin to associate short vowels with common spellings for the five vowels. • Isolate the initial, medial, and final sounds in spoken words. • Use new vocabulary in own speech. • Write a sentence by accurately applying capitalization, punctuation and spacing. • Learn about 20 high frequency words.	• All of Quarter 1 and 2 skills plus the skills listed below. • Associate short and long vowels with common spellings for the five vowels. • Read grade level high frequency words by sight (Fresno Unified goal is 40). • Read grade level text fluently and accurately (short sentences comprised of basic CVC words and high frequency words). • Read grade level decodable texts with purpose and understanding. • Communicate their ideas through writing to inform, give opinion, or tell narrative stories. • Spell simple grade level words phonetically using short and long vowels. • Actively engage in group reading activities with purpose and understanding.

K-FSA FALL 2024 RESULTS



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

I-READY PROGRESS MONITORING

- **I-READY BACKGROUND**
  - Launched Districtwide in 2019/20
  - Assesses Reading and Math K-12
    - Lets teachers know what students know and what they need
    - Helps progress monitor
    - Provides a customized lessons tailored to student need to achieve the next level of proficiency
  - K-6: Administered three times, Secondary: Once per year
    - English Learners
    - Students with Disabilities

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I-READY DIAGNOSTIC 1 (D1) FALL 2024 RESULTS FOR INTENSITY AREA

i-Ready Fall (D1) Reading—Grade 3

Sgroup	Test Takers	% Scored On or Above Grade Level		
	2024-25	2022-23	2023-24	2024-25
All Students	**5,049**	**27.1%**	**28.3%**	**30.0%**
African American/Black	367	15.5%	22.0%	17.4%
Asian	508	28.1%	30.4%	37.4%
Filipino	8	63.6%	63.6%	75.0%
Hispanic	3,554	25.7%	26.5%	28.4%
Native American/Alaskan	35	9.1%	33.3%	20.0%
Pacific Islander	30	30.0%	33.3%	13.3%
Two or more races	207	38.3%	39.0%	42.0%
White	340	44.1%	40.0%	43.2%
EL	1,220	13.5%	14.3%	13.3%
RFEP	226	68.0%	65.1%	65.9%
EO	3,603	30.2%	31.1%	33.4%
DLI	111	30.2%	41.2%	40.5%
Foster Youth	34	14.9%	13.6%	11.8%
Homeless	24	4.8%	3.6%	8.3%
SED	4,245	24.1%	24.9%	26.8%
SWD	683	9.4%	8.9%	10.0%

i-Ready Diagnostic 1 (D1) Fall 2024 Results for Intensity Area

i-Ready Fall (D1) Math—Grade 8

Sgroup	Test Takers	% Scored On or Above Grade Level		
	2024-25	2022-23	2023-24	2024-25
All Students	**4,721**	**8.7%**	**10.5%**	**12.4%**
African American/Black	374	3.8%	4.4%	5.6%
Asian	458	17.3%	18.1%	18.6%
Filipino	15	37.5%	60.0%	40.0%
Hispanic	3,325	6.5%	8.7%	10.7%
Native American/Alaskan	24	3.1%	3.2%	16.7%
Pacific Islander	13	33.3%	7.7%	15.4%
Two or more races	161	12.6%	16.7%	19.3%
White	351	19.4%	20.3%	22.8%
EL	680	0.9%	1.1%	2.1%
RFEP	1,062	13.4%	17.3%	16.9%
EO	2,979	10.0%	10.3%	13.1%
DLI	45	11.9%		8.9%
Foster Youth	37	3.4%	4.5%	8.1%
Homeless	20	5.0%	5.3%	0.0%
SED	3,758	6.9%	8.5%	9.9%
SWD	613	1.7%	2.4%	2.6%

I-READY LEVEL UP

LEVEL UP with i-Ready My Path

PURPOSE: Relaunching i-Ready My Path to maximize its use for differentiated instruction for ALL STUDENTS in reading.

	Tier I: ALL STUDENTS	Tier II: IDENTIFIED STUDENTS in Grades K-1
WHAT	i-Ready provides a diagnostic assessment to support teachers with meaningful information to meet the instructional needs of their students. My Path delivers customized lessons to address each student's specific reading needs.	Fresno Unified is partnering with Curriculum Associates in an Outcomes Based Contract to meet the need of targeted students, as part of our Every Child is a Reader Literacy Initiative. Payments to vendor are contingent on student outcomes.
WHY	Every Child is a Reader Literacy Campaign supports Kinder and 1st Grade students with on-grade-level reading and accelerating reading development skills.	Kinder and 1st Grade students are below grade level in reading and at-risk of falling further behind.
WHO	ALL STUDENTS in Grades K-8.	• Kindergarten: scoring below grade level on BOY i-Ready • 1st Grade: scoring below 100% on high frequency words on EOY Kindergarten FSA or who do not have an FSA score
HOW	• Students on My Path lessons • Teacher monitoring via i-Ready portal • Teachers engaging goal-setting conversations • Students monitoring their own progress	• Small group targeted instruction • Paraprofessionals working with small groups using tools for instruction and strategies • Teacher provides small group differentiated instruction focusing unmastered literacy skills

Monitor

Progress monitoring and evaluation:
- Bi-Weekly/Monthly/D2/D3 Reports
- Lesson usage and passing rates
- Percentage of students meeting Typical and Stretch Growth
- Students on track to meet Growth targets for EOY
- Provide rationales and recommendations for classrooms

SWAG

Incentives are provided for i-Ready D2 and D3 SWAG Celebration/Recognition for Principals, Teachers, Paras, and Students.

KR & MW; August 1, 2024

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I-READY COMMON MYTHS OR CONCERNS

I-READY

- Is not correlated to or predictive of SBAC
- Is not “good” for secondary sites
- Takes too much time
- Is age-inappropriate for secondary students
- Diagnostics are unavailable for Spanish DLI programs

I-READY FACT CHECK

- i-Ready Pro for Middle Schools launching 2025/26

- Diagnostic assessment; normal to get half right, half wrong
  - Not an achievement test
- Third year of Assessment of Spanish Reading (field/pilot test for DLI)
  - Necessary for launch of Spanish Reading Diagnostic 2025/26

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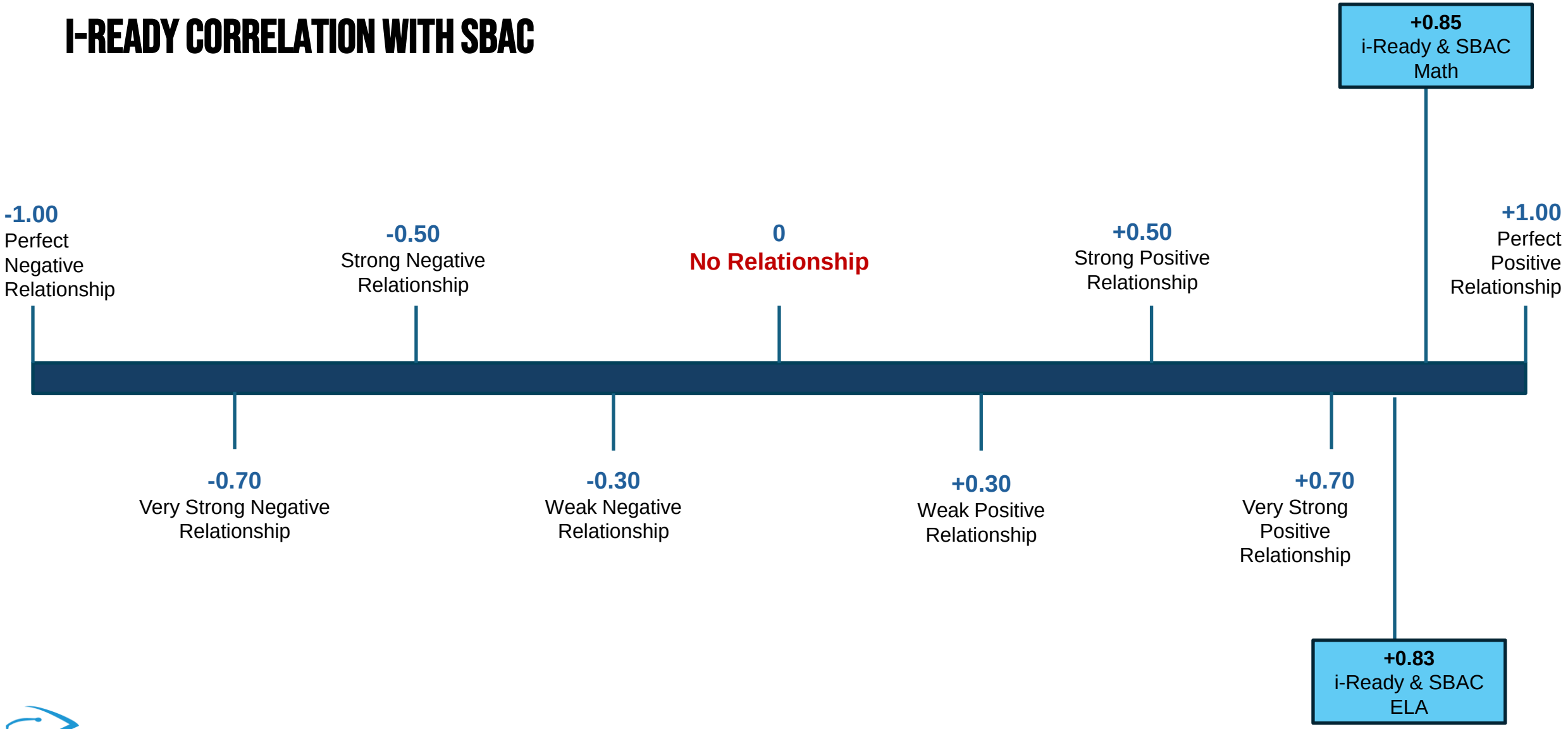
I-READY CORRELATION WITH SBAC



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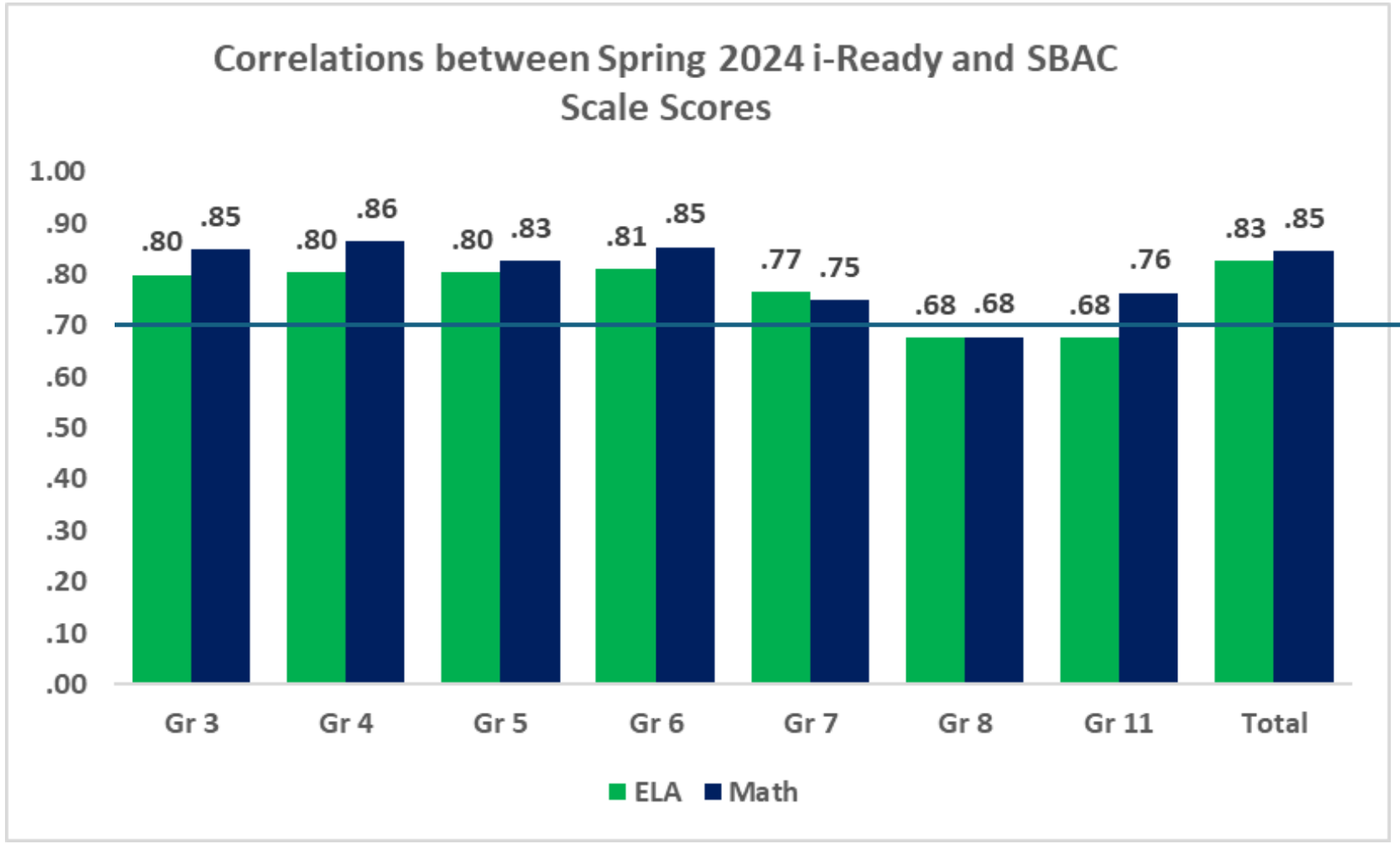
i-Ready Correlation with SBAC by Grade Level



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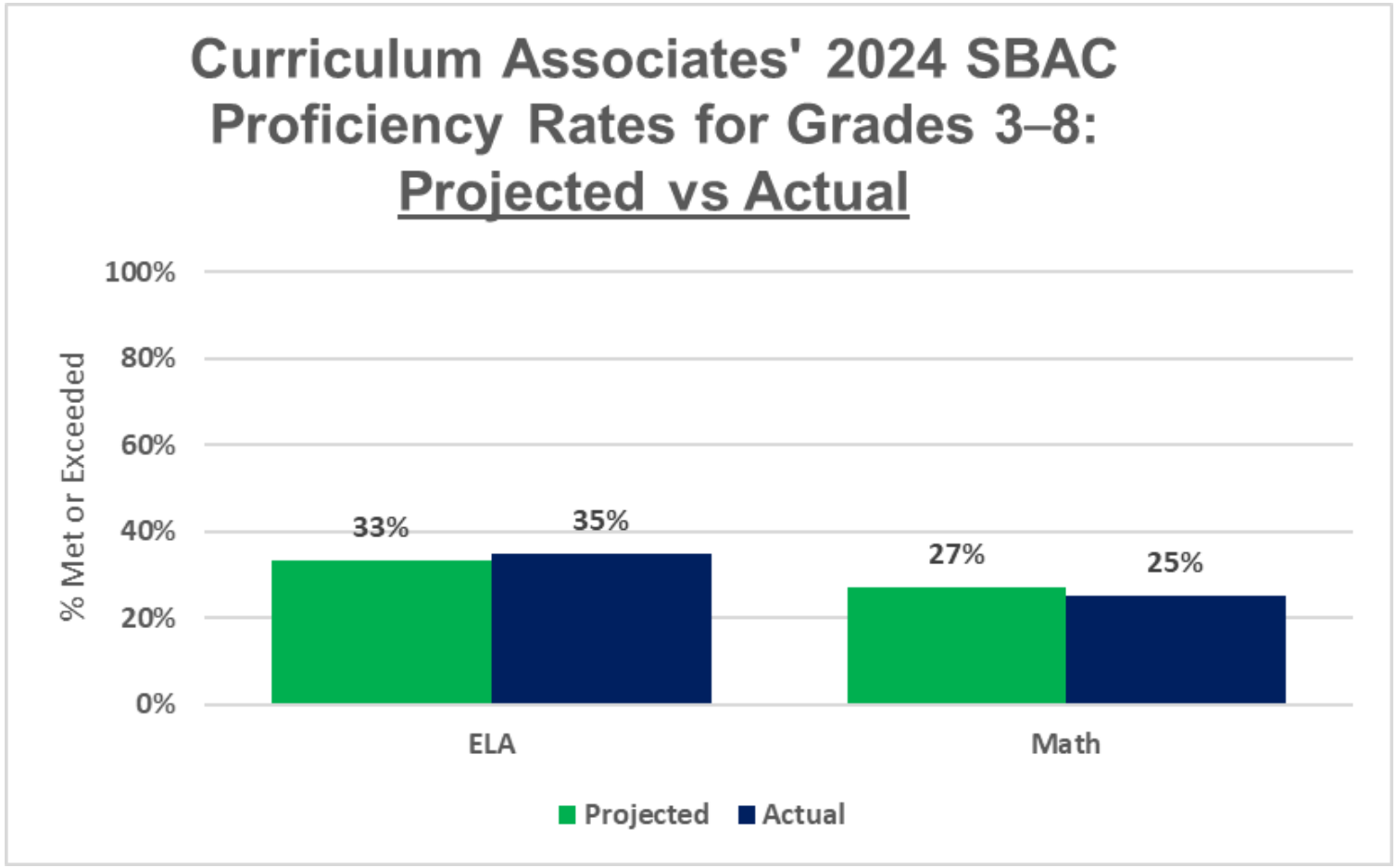
MORE ON I-READY CORRELATION WITH SBAC



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WHERE ARE WE IN RELATION TO 15 SBAC DFS POINTS?

- IN SBAC 2024 **ELA,** ACTUAL PROFICIENCY WAS 35%
  - USING 2024 FALL I-READY D1 RESULTS, CURRICULUM ASSOCIATES PROJECTS THE FOLLOWING FOR SBAC 2025

Scenario 1	Scenario 2	Scenario 3
No additional growth is made	All students meet Typical Growth Targets	All students meet Stretch Growth Targets
SBAC Proficiency = **23%**	SBAC Proficiency = **32%**	SBAC Proficiency = **50%**

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WHERE ARE WE IN RELATION TO 15 SBAC DFS POINTS?

- IN SBAC 2024 **MATH,** ACTUAL PROFICIENCY WAS 25%
  - USING 2024 FALL I-READY D1 RESULTS, CURRICULUM ASSOCIATES PROJECTS THE FOLLOWING FOR SBAC 2025

Scenario 1	Scenario 2	Scenario 3
No additional growth is made	All students meet Typical Growth Targets	All Students meet Stretch Growth Targets
SBAC Proficiency = **9%**	SBAC Proficiency = **26%**	SBAC Proficiency = **42%**

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SYSTEM IMPLICATIONS

- ELEMENTARY-ALL
  K-6 TAKE D1 D2 D3
- MIDDLE SCHOOL D1-CURRENTLY 3
- HS D1
- TO PROGRESS MONITOR AND PROJECT SBAC PERFORMANCE BASED ON STRETCH GROWTH, STUDENTS NEED TO PARTICIPATE IN AT LEAST 2 TEST ADMINISTRATIONS.

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INSTRUCTIONAL DIVISION DATA-DRIVEN PRIORITIES TO ADDRESS ACHIEVEMENT GAPS

- EVERY CHILD IS A READER LITERACY INITIATIVE
- 3RD GRADE READING
- 8TH GRADE MATHEMATICS
- 9TH GRADE ON-TRACK
- INCREASE GRADUATION RATES

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ADDRESSING THE ACHIEVEMENT GAPS W/DISTRICTWIDE MTSS

Early Prevention and Intervention

Tier I
(Focus Populations: Homeless, English Learners, African American, and Students w/Disabilities)

Targeted Intervention

Tier II

Intensive Intervention

Tier III

- ✓ Reviewing existing School Site Models
- ✓ Planning to provide stronger support with school sites; designing cohesive and clear cross-departmental collaboration between DPI, A4, Special Education, CIPL
- ✓ Measuring quarterly student progress and weekly staff progress

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Note: MTSS is a Multitiered System of Support process in which universal supports for academic, behavior, and mental health are exhausted to address each student's needs prior to the introduction of a more targeted or invasive intervention or evaluation for a special education designation. Fresno Unified does not have a consistent, districtwide MTSS system across all schools; this may be a contributing factor to our overidentification of special education students and our disproportionate suspensions of male students of color.

ACHIEVEMENT GAPS AND SPECIAL EDUCATION SERVICE DELIVERY DESIGN & DATA

Quarter 1 iReady

- ✓ ***10% on or above grade level 3rd grade and***
- ✓ ***2.6% in 8th grade mathematics***

Identify Customers and Define Customer Service Objectives	Who are our customers (i.e. staff, students, families, school sites)?	Describe what staff, students, families, and sites will experience when they have quality service. What quantitative metrics will we use each week to measure service quality as defined by our service to others?
Complete Student Data Scrub w/Unit Costs and Resources	Data: Where are students located at which sites receiving which services at what unit cost?	What are the different tiers of services and support? Who will provide services and support?
Establish processes and workflow	How will we meet our objectives?	Define the steps and actions needed to provide quality service?
Establish communication norms	Who, how, and when will we communicate to students and families?	What will the communication look and sound like?
Implement plan	Share final plan with staff	Implement the plan
Monitor progress and continuos improvement	Are we meeting our objectives, if not how can we refine our process and workflow?	Through our service delivery, have we learned of areas we can improve our services and suport?

Bifurcated/Two-prong Strategy

- ✓ **<u>Short-Term</u>**: Addressing one-off personnel/student/site challenges while planning service quality and budget designing with weekly progress monitoring for both
- ✓ Manually identifying student location, services, and unit costs
- ✓ **<u>Long-term</u>**: Strategic Planning, Financial/Personnel Support

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CORE BTSC 9TH-GRADE ON TRACK

- FOCUSES ON IMPROVING THE RATES OF STUDENTS ON TRACK FOR POSTSECONDARY SUCCESS USING EVIDENCE-BASED CHANGES IN DAILY WORK
- SITE TEAMS MEET INTERNALLY, WITH BTSC COACH AND OTHER BTSC SITES
- D/F RATES AND GRADE POINT FOR ALL STUDENTS AND STUDENT GROUPS ARE MONITORED QUARTERLY

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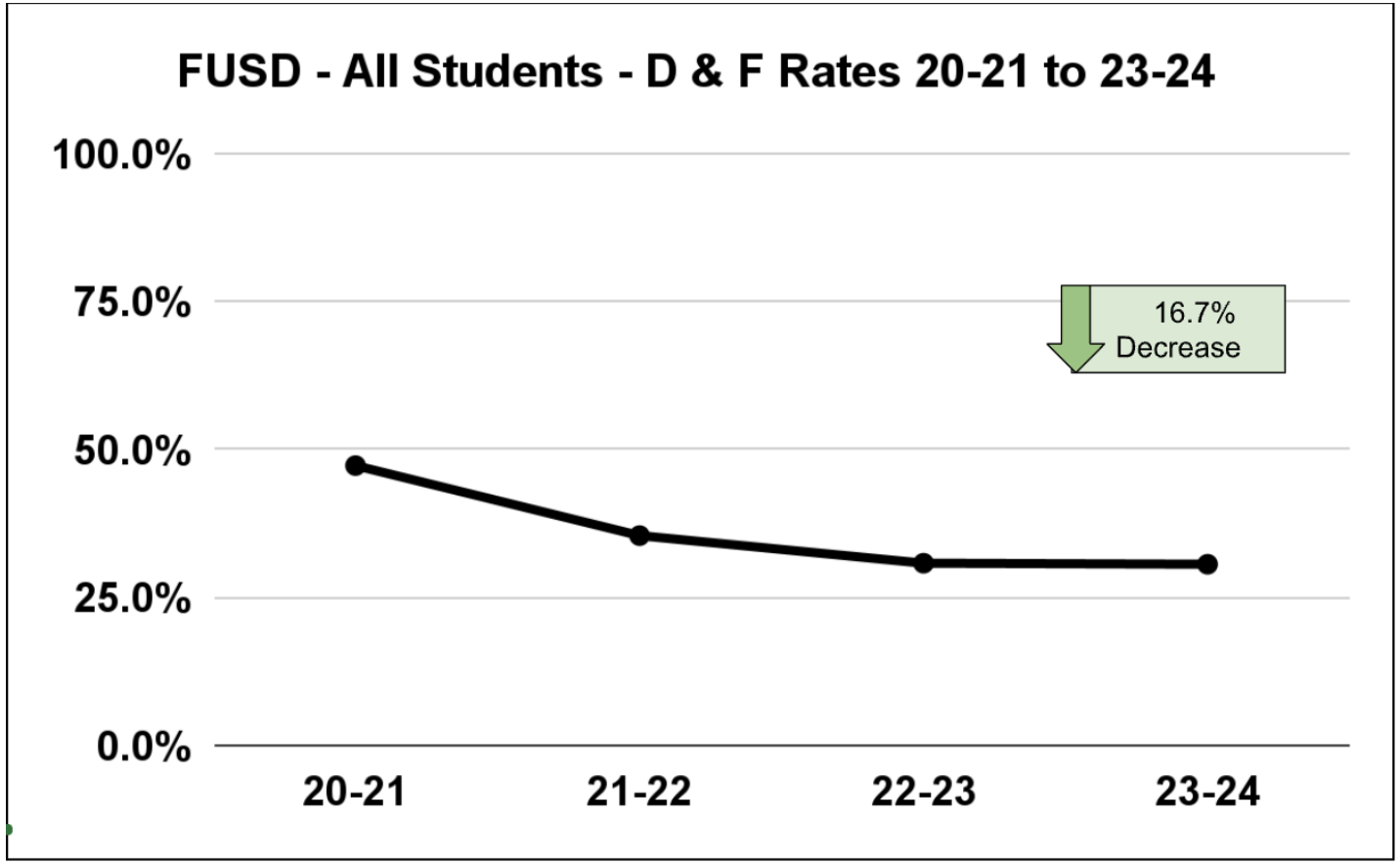
CORE BTSC 9TH-GRADE D & F PROGRESS MONITORING DATA (2020/21 TO 2023/24)



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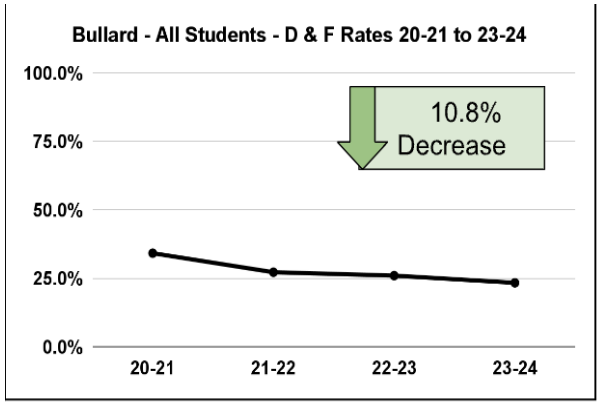

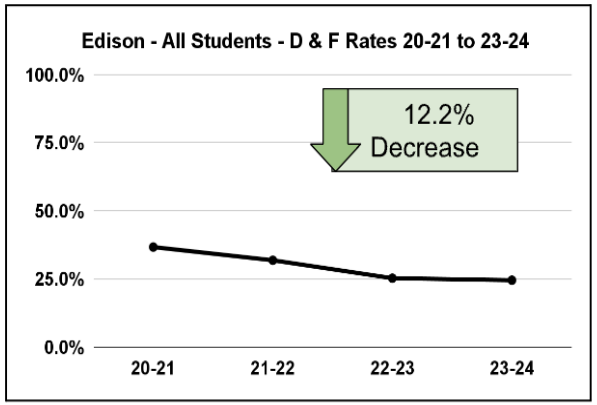

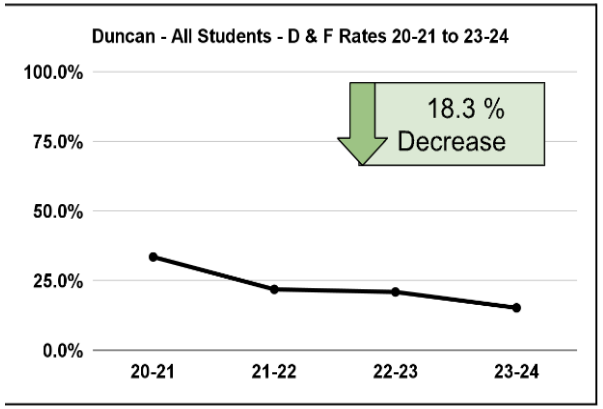

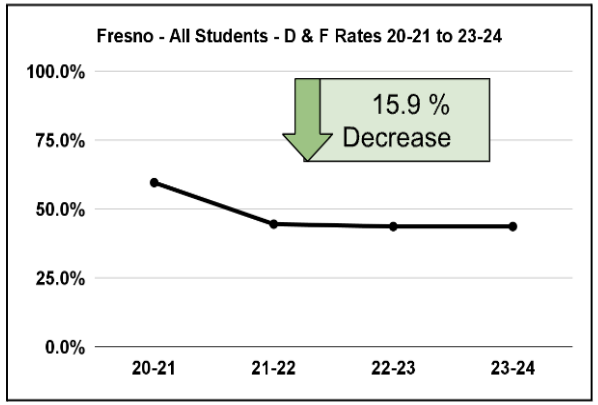

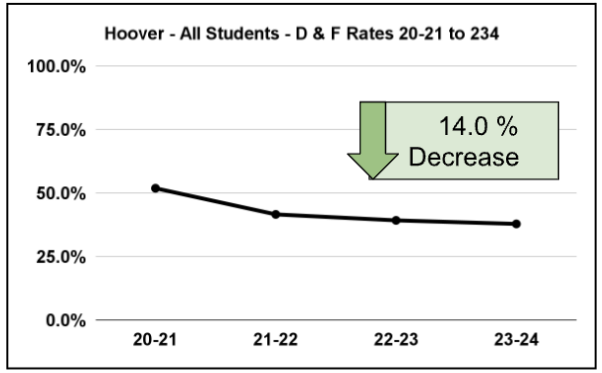

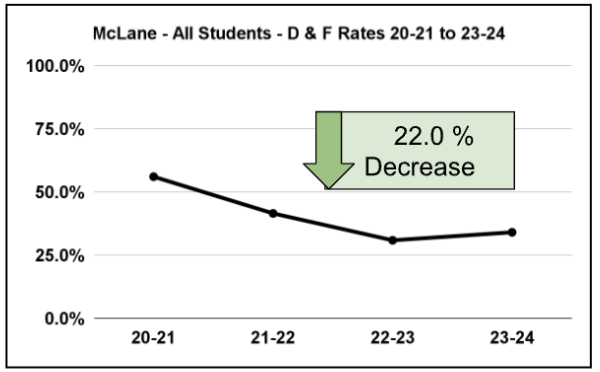

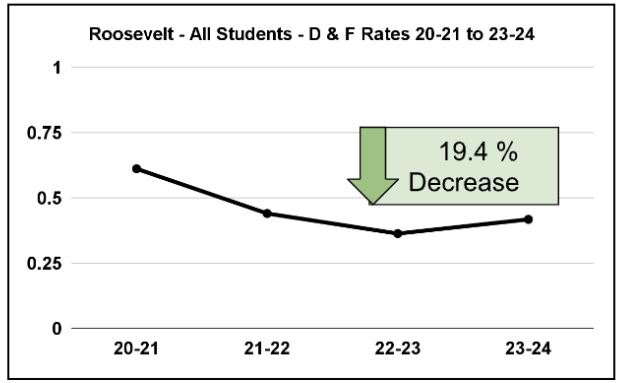

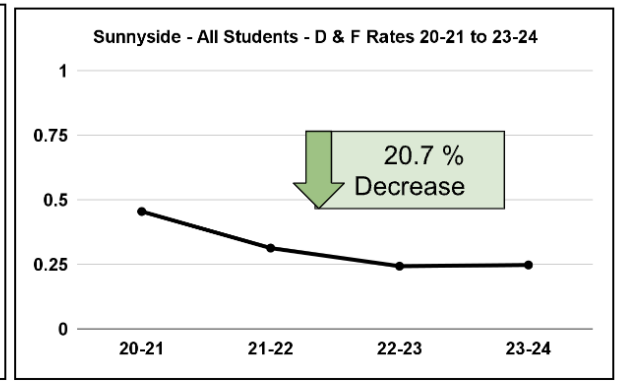

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CORE BTSC 9TH-GRADE D&F RATES FOR QUARTER 1 (2023/24 & 2024/25)

School Sites	23/24 Q1 D/F Rate (9th Grade)	24/25 Q1 D/F Rate (9th Grade)
Bullard High	20%	18%
Duncan	14%	16%
Edison High	26%	22%
Fresno High	41%	27%
Hoover High	33%	23%
McLane High	30%	23%
Patino	25%	14%
Roosevelt High	34%	31%
Sunnyside High	24%	23%
Grand Total	**28%**	**22%**

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ACTIONS TO RESPOND TO THE DATA: ELEMENTARY

EVERY CHILD IS A READER INITIATIVE (PRE-KINDERGARTEN, KINDERGARTEN, AND FIRST GRADE)

- REGIONAL PROFESSIONAL LEARNING (FOUNDATIONAL LITERACY SKILLS)
- REGIONAL EARLY LITERACY ASSESSMENTS (E.G., DYNAMIC INDICATORS OF BASIC EARLY LITERACY SKILLS)
- LITERACY WALKS

BREAK THROUGH RESULTS (THIRD GRADE)

- 29 GRADE LEVEL TEAMS SCHOOLS PARTICIPATING
- READING COMPREHENSION FOCUS (MAIN IDEA AND KEY DETAILS)
- SHORT CYCLES OF EVIDENCE-BASED INSTRUCTION AND ASSESSMENT TO MONITOR PROGRESS AND ADJUST INSTRUCTION

ACTIONS TO RESPOND TO THE DATA: SECONDARY

MATHEMATICS (EIGHTH GRADE)

- PRINCIPAL PROFESSIONAL LEARNING COMMUNITIES
  - SITE WALKS/STUDENT TASK ANALYSIS

BREAKTHROUGH SUCCESS COMMUNITY (NINTH GRADE ON TRACK)

- MONTHLY SITE MEETINGS
- PRINCIPAL PROFESSIONAL LEARNING COMMUNITIES
- STATEWIDE PROFESSIONAL LEARNING AND COLLABORATION
- CROSS FUNCTIONAL CREDIT ATTAINMENT WORK TEAM

ACTIONS TO RESPOND TO THE DATA: DISTRICTWIDE

1. CLASSROOM VISITS/OBSERVATION AND FEEDBACK
2. DATA CHATS
3. GRADE LEVEL PLANNING DAYS
4. EARLY RELEASE FOR PROFESSIONAL LEARNING COMMUNITIES
5. REGIONAL INSTRUCTIONAL LEADERSHIP TEAMS
6. SITE-BASED PROFESSIONAL LEARNING (E.X., WRITE TOOLS)
7. MONTHLY PRINCIPAL LEARNING
8. INSTRUCTIONAL PRACTICE WALKS

Questions, Comments, or Feedback

Fresno Unified School District
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM B-3**

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Hold a Public Hearing in the Matter of the Aspen Valley Prep Academy Charter Renewal Petition

ITEM DESCRIPTION: Included in the Board binders is a copy of the Aspen Valley Prep Academy (AVPA) charter renewal petition. Aspen Valley Prep Academy is a transitional kindergarten through sixth grade, free public charter elementary school. AVPA focuses on academic achievement, social-emotional development, and leadership skills and serves approximately 330 students. The mission of AVPA is to transform the community by developing exceptional leaders who can positively impact the Fresno community. The charter is located at 4221 N. Hughes Avenue in Fresno, California. AVPA began as an authorized Fresno Unified School District charter school on August 23, 2004.

The charter petition was received by the Fresno Unified School District Board on October 02, 2024, and will be presented to the Board for a decision at the November 20, 2024, Board meeting.

Charter school petition renewals are governed by the California Education Code Section 47607.

FINANCIAL SUMMARY: The estimated fiscal impact for the renewal to Fresno Unified School District for 2025/26 is $2.1M, $2.2M in 2026/27, $2.4M in 2027/28 and $2.5M in 2028/29.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D.

INTERIM SUPERINTENDENT APPROVAL:

Fresno Unified School District

Public Hearing: Aspen Valley Prep Academy Charter Renewal Petition

October 23, 2024

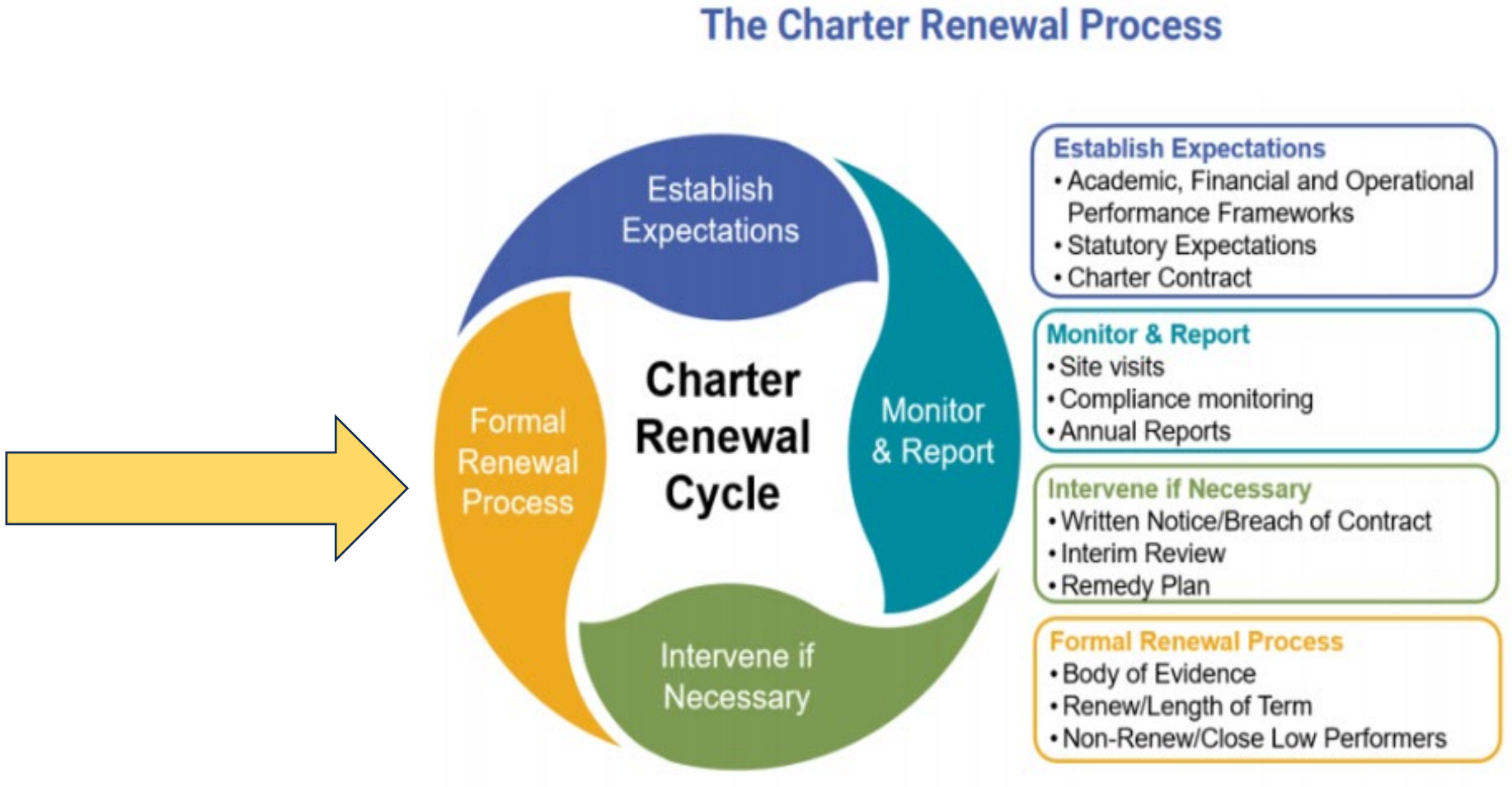
Public Hearing Objectives

- Aspen Valley Prep Academy Background
- Charter School Renewal Process/Timeline
- Performance Renewal Tiers
- Aspen Valley Prep Academy Presentation

Aspen Valley Prep Academy Charter School Background

- TK-6th grade, a free public charter school located on the corner of Ashlan and Hughes.
- Offers a community-based education that focuses on building student leadership to approximately 330 students.
- It is one of three schools within the Aspen Public Schools System.
- Recent recipients of the California Community Schools Partnership Program (CCSPP) Grant
- First authorized with Fresno Unified in 2004

Renewal Process



Renewal Process

Step One

- **Renewal Site Visit**
  1. Academically successful?
  2. Effective viable organization?
  3. Fiscally Sound?
  4. Faithful to terms of Charter and fulfilled its legal obligations?

Step Two

- **Review Renewal Petition**
  - Sound Educational Program
  - Successful Implementation
  - Fiscal Soundness
  - Affirmation of nondiscrimination
  - Charter Elements Description

Performance Renewal Tiers - AB 1505

High	- Presumptive Renewal - Can be renewed for 5, 6, or 7 years
Middle	- No Default Recommendation - Can be renewed for 5 years
Low	- Presumptive Denial - Can be renewed for 2 years with PIP

Aspen Valley Prep Academy

Renewal Timeline

Day	Action
Day 0	September 17, 2024 Certified Delivery of Renewal Petition
Day 36 No Later than Day 60	October 23, 2024 Public Hearing
Day 45 On or before 15 Days Prior to Decision Hearing	On or before Nov 5, 2024 Publish Report of Factual Findings
Day 64 Within 90 Days	November 20, 2024 FUSD Board Decision Hearing to Grant or Deny Renewal

Aspen Valley Prep Academy

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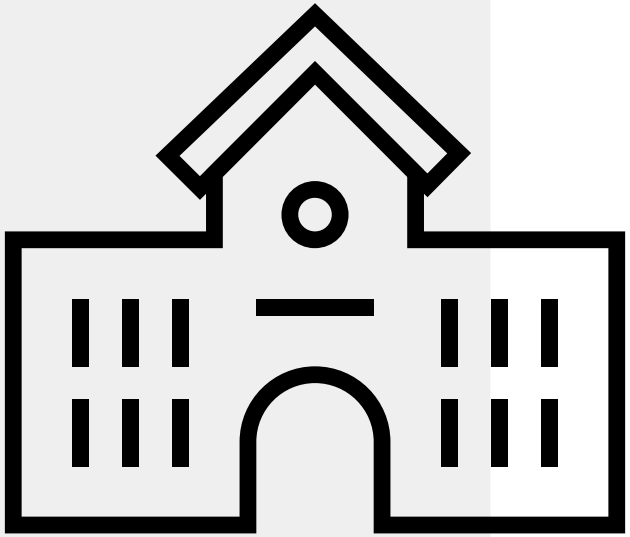
Achieving our Greatest Potential!



Thank You!

Please contact us if you have any questions.

Charter Office – (559) 457-3923

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Achieving our Greatest Potential!

Aspen Valley Prep

CHARTER RENEWAL PUBLIC HEARING

OCTOBER 23, 2024

20 Anniversary
ASPEN PUBLIC SCHOOLS

Aspen Valley Prep: Who Are We?

AVPA has been serving **Fresno** for 20 years

Strong **Leadership** Focus; Leader in Me School

AVPA became a proud **Community School** in 2024

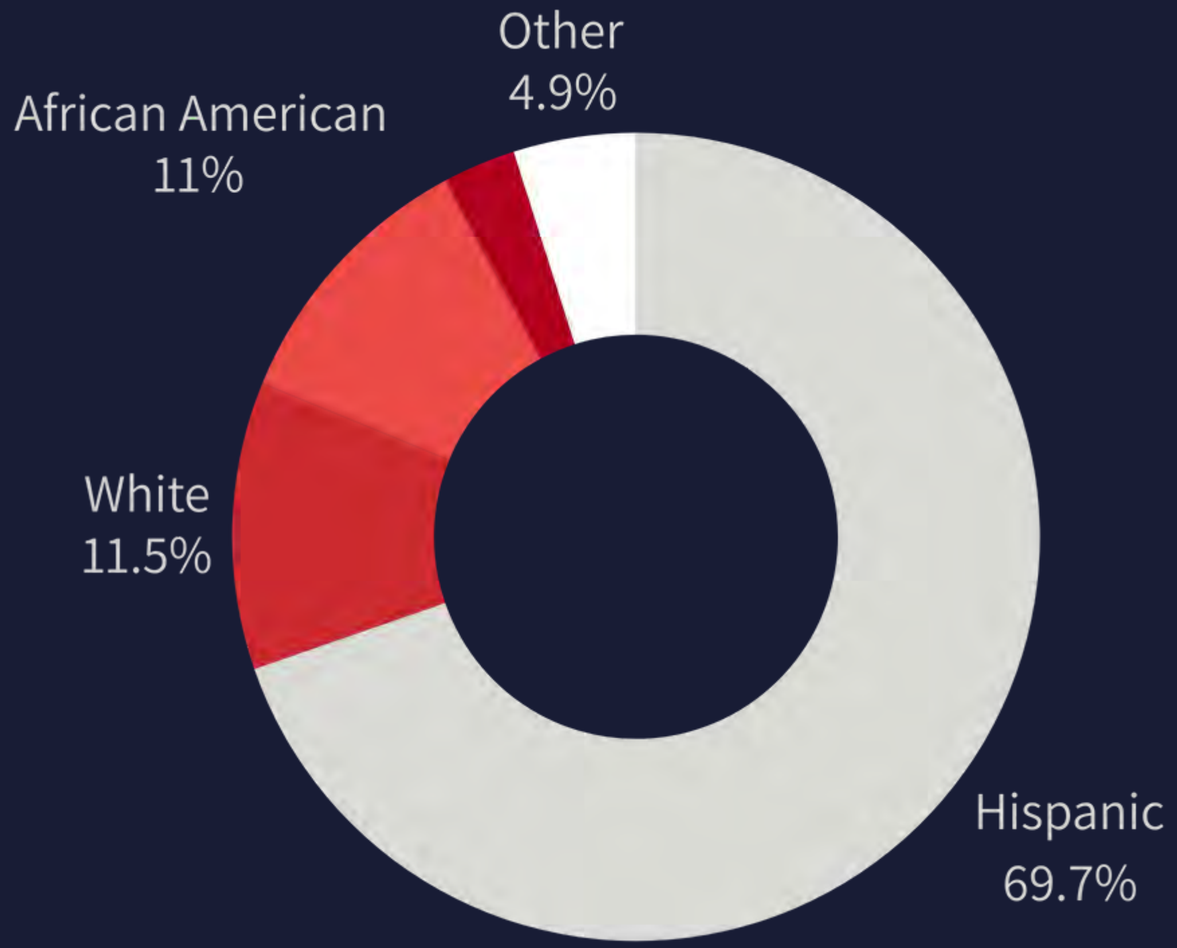
Part of a strong three-school network, **AVPA serves 330 students from TK to 6th grade.**

MISSION AND Vision

THE MISSION OF ASPEN IS TO TRANSFORM THE COMMUNITY BY DEVELOPING EXCEPTIONAL LEADERS, and our vision leads to a greater quality of life for all people in Fresno, regardless of race or economic status. Aspen is focused on the promise of equal educational opportunity for all children.

Who Are Our Students?

76% of our students are from FUSD



English Learners

Come from socioeconomically disadvantaged backgrounds

Students with Disabilities

Foster/ Homeless Youth

WHY AVPA? Serving All Students

- Small Class Sizes
- Support for Students with Disabilities
  - Full Inclusion Model
- Designated English Language Development (ELD) time and Integrated ELD supports in all content areas
- All Students Have Access to a Rigorous, Culturally Rich Educational Program
- Extracurricular Activities for Every Student
  - Sports, PE, Art, Music, Dance, Boxing
  - Currently, 72% of Students in our ASES/ ELO-P
- Opportunities for Student & Family Leadership

2023 Subgroup Performance Comparison

As demonstrated, when measured on DFS points, AVPA outperformed the District and the state in ELA for every subgroup where the Charter School had more than ten test takers

Subgroup	Above/Below FUSD	Difference	Above/Below state	Difference
Schoolwide	Above	24.2	Below	-0.2
African American	Above	45.8	Above	21.8
Hispanic	Above	20	Above	5.1
White	Above	43.4	Above	14.3
English Learners*	Above	24.4	Above	5.5
Homeless	Above	69.8	Above	11.4
Socioeconomically Disadvantaged	Above	22.2	Above	7
Students with Disabilities	Above	40.7	Above	13.2

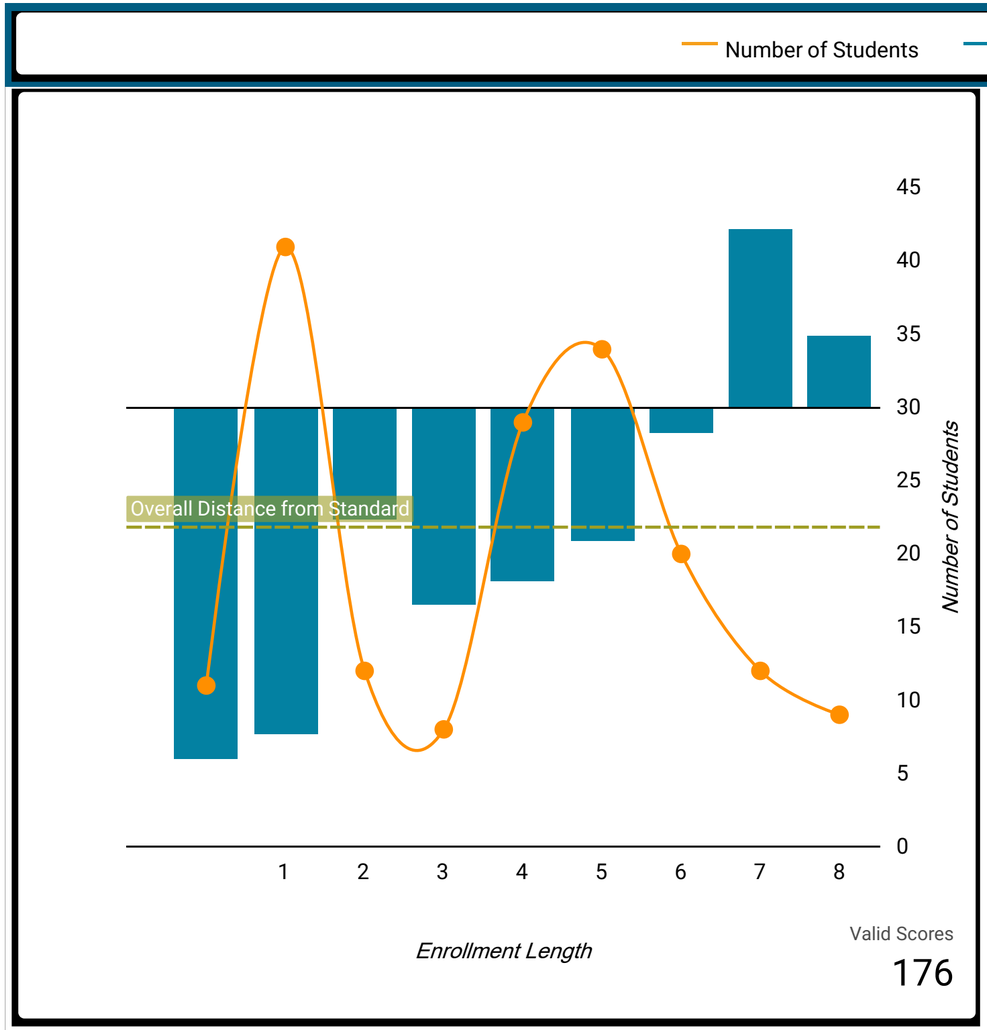
Subgroup	Above/Below FUSD	Difference	Above/Below state	Difference
Schoolwide	Above	39.6	Above	8.1
African American	Above	26.2	Above	11.8
Hispanic	Above	44.4	Above	39.1
White	Above	64.4	Above	34.7
English Learners*	Above	45.6	Above	33.4
Homeless	Above	67.7	Above	10.8
Socioeconomically Disadvantaged	Above	35	Above	28
Students with Disabilities	Above	56.3	Above	13.2

Similar to ELA, when measured by DFS points, AVPA outperformed the Authorizing District and the state in Math for every subgroup where the Charter School had more than ten test takers.

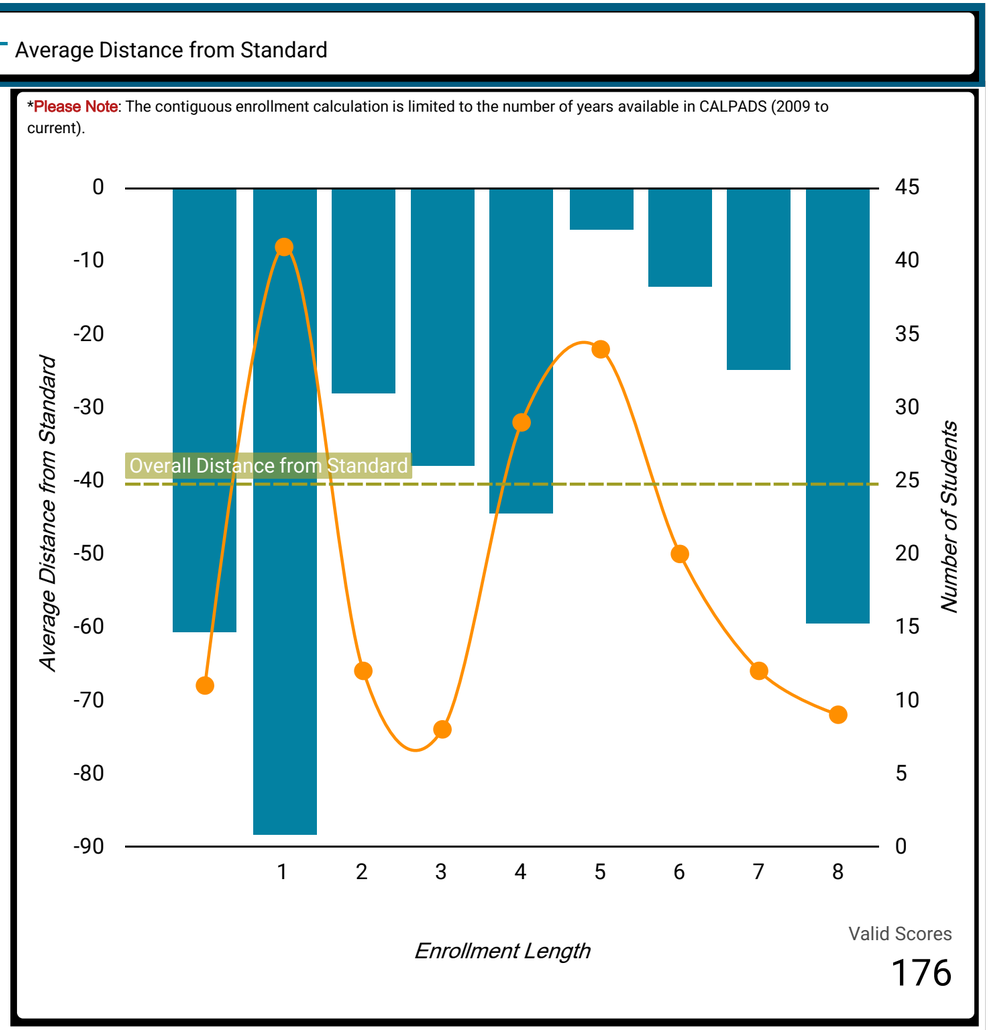
LONGER TOGETHER, STRONGER GROWTH

GROWTH: SBAC SUCCESS OVER THE YEARS

Overall ELA Results



Overall Math Results (1)



WHY ASPEN VALLEY PREP?

Focus on the Whole Child

MULTI-TIERED SYSTEMS OF SUPPORT

- Full-Time Counselor & School Psychologist
- Positive Behavioral Interventions and Supports (PBIS)
- Restorative and Truma-Informed Practices
- Specialized Reading Intervention Teacher

AFFIRMING SCHOOL CULTURE

- Leader in Me SEL Curriculum
- Culturally Responsive Teaching
- Multi-Cultural Events
- Black Indigenous People of Color ASP club

95.75% Average Daily Attendance

SINCE 2021-2022, AVPA SAW A DECREASE OF OVER 36% IN CHRONIC ABSENTEEISM.

WHY ASPEN VALLEY PREP?

We Celebrate Community

AVPA is proud to collaborate with over 40 community partners who provide essential support in areas like education, healthcare, and social services.

fresnomission CITYCENTER

fresno MISSION

SiliconSchools

AL assistance league® Transforming Lives • Strengthening Community

all 4 YOUth

Resiliency Center

Big Smiles

CALIFORNIA Teaching Fellows FOUNDATION

FRESNO PACIFIC UNIVERSITY

SEE 2 SUCCEED A School-Based Vision Project For Children

THE ASK

WE THANK FRESNO UNIFIED SCHOOL DISTRICT FOR SUPPORTING ASPEN VALLEY PREP CHARTER SCHOOL AND ITS STUDENTS AND FAMILIES. WE RESPECTFULLY REQUEST THAT THE FUSD BOARD APPROVE AVPA'S RENEWAL PETITION FOR A FIVE-YEAR CHARTER TERM.

Aspen Public Schools, Inc.

ASPEN | VALLEY PREP ACADEMY

Transforming the Community by Developing Exceptional Leaders

Renewal Charter Petition

For the term of

July 1, 2025 - June 30, 2030

Submission Approved by Aspen Valley Prep Academy's

Board of Directors on September 12, 2024

Submitted to:

Fresno Unified School District

***on* September 17, 2024**

Original Start Date/Charter Term with Fresno USD: 08/23/2004

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LETTER OF INTENT

Via Hand Delivery

Fresno Unified School District
Board of Education
2309 Tulare Street
Fresno, CA 93721

RE: Formal Application for Charter Renewal for Aspen Valley Prep Academy

Dear Members of the Fresno Unified School District Board of Education:

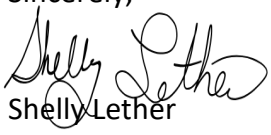
As the Lead Petitioner for Aspen Valley Prep Academy ("AVPA" or the "Charter School"), I hereby submit the formal charter renewal petition to the Fresno Unified School District ("FUSD" or the "District") for renewal of AVPA for a term of five years from July 1, 2025, through June 30, 2030.

AVPA is honored by the opportunity to apply for the renewal of a charter school that will continue to serve families in Fresno and is eager to work with the District to provide the best possible educational opportunities for all students.

AVPA looks forward to working with the District Board and Fresno Unified School District staff during the charter renewal process. To this end, AVPA pledges to work cooperatively with the District to answer any questions regarding this charter petition and to present the District with the strongest possible proposal requesting a five year term from July 1, 2025, through June 30, 2030.

Please do not hesitate to contact AVPA at any time if you have any questions or concerns.

Sincerely,



Shelly Lether
Executive Director/CEO
567 W. Shaw Avenue, Suite A-1
Fresno, CA 93707
shelly.lether@aspenps.org

AFFIRMATIONS AND DECLARATION

Aspen Valley Prep Academy ("AVPA" or the "Charter School"), operated by Aspen Public Schools, Inc. ("APS"), and located at 4221 North Hughes Avenue, Fresno, CA 93705, within the boundaries of the Fresno Unified School District ("FUSD" or the "District"), is true to the best of my knowledge and belief. The Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- APS declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the state. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").
- The Charter School 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)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the

teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019-20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Section 47605(l)(1) and 47605.4(a)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum

age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* ("CPRA").
- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").
- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act")
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").
- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").
- The Charter School shall meet or exceed the legally required minimum number of school days [Ref. Title 5 California Code of Regulations Section 11960].
- The Charter School shall comply with Education Code Section 51745, et seq. related to independent study, as applicable.

September 17, 2024

Shelly Lether
Executive Director/CEO
Aspen Public Schools

Date

Executive Summary

Aspen Valley Prep Academy's story began with a grassroots initiative in the late 1990s when passionate volunteers came together to support children and families in central Fresno. Initially providing free after-school programs and meals, these volunteers soon recognized the greater systemic challenges many children faced, from academic struggles to homelessness. Inspired by the community's resilience, they worked tirelessly to create a place where students would catch up with their studies, thrive, and dream big about the future. This spirit of community, leadership, and perseverance remains the driving force behind AVPA today.

Now part of a network within Aspen Public Schools, Inc., which serves approximately 900 students across three schools, AVPA serves 330 students from Transitional Kindergarten through 6th grade. The Charter School is a testament to the lasting relationships built, with alumni returning to enroll their own children or even work at AVPA or APS, perpetuating a legacy of community-driven leadership that began over two decades ago.

AVPA is committed to "Building Fresno's Future" through education and leadership. It seeks to recruit students who need a stable, small school environment that provides them with the same high-quality, holistic education offered for the past twenty years. AVPA's mission is clear: to develop exceptional leaders who will contribute to a brighter future for all in their communities. In May of 2022, AVPA was one of two schools to receive the National Rise Award, which honors schools' commitment to improving the quality of teaching and learning. AVPA was recognized for building systems and a culture that prepares students with the skills and knowledge to succeed not only in school but also in life.

AVPA operates in a historically underserved community, creating a nurturing, stable environment where every child can succeed. AVPA's students reflect the rich diversity of Fresno: 77.2% come from socioeconomically disadvantaged backgrounds, 13.8% are English Learners or Reclassified Fluent-English Proficient, 10.4% are identified as students with disabilities, and 80.7% are Black or Latino. Additionally, approximately 13.5% of students face the challenge of homelessness. These statistics highlight the strength and perseverance of AVPA and APS families.

Beyond academics, AVPA ensures students have access to nutritious meals, daily tutoring, and the Expanded Learning Opportunities Program ("ELO-P"), equipping them with the skills, confidence, and compassion to lead. AVPA's goal is to empower each child to dream big about the future and become a leader in their own right.

In 2024, this vision was recognized when AVPA proudly earned the California Community Schools designation from the California Department of Education. As AVPA and APS embark on the next five years of service to Fresno, the Charter School and APS are honored to partner with the Fresno Unified School District to continue uplifting and empowering the diverse students and communities of Fresno.

AVPA's true strength lies in its community. AVPA sees parents and guardians not just as participants but as essential partners in their children's education. This collaborative spirit extends throughout AVPA, where student and family voices are elevated, AVPA learns from them, and celebrates the diversity that enriches APS.

Through the four pillars of community schools, AVPA is "Building Fresno's Future" by creating an environment where every child can thrive:

1. **Integrated Student Support** – AVPA fosters resilience and strength in students by nurturing their character, confidence, connection, and ability to cope with life's challenges.
2. **Family and Community Engagement** – Beyond advisory councils, AVPA offers parent education and community events, strengthening the bond between school and families.
3. **Collaborative Leadership Practices** – A culture of professional learning and shared responsibility for outcomes creates a vibrant community where educators and students grow together.
4. **Expanded Learning Opportunities (ELO-P)**—From daily tutoring to after-school and intersession tutoring activities during breaks, AVPA ensures students can explore, learn, and lead.

AVPA is proud to collaborate with over 40 community partners who provide essential support in areas like education, healthcare, and social services. These partnerships ensure students and families have access to the resources they need to thrive. Some of AVPA and APS' key partners include:

- Fresno Mission City Center
- Silicon Schools Funds (SSF)
- Rescue the Children
- All4Youth
- Teaching Fellows
- Assistance League of Fresno
- Fresno Pacific University
- California State University, Fresno
- RISE (Resiliency Center)
- Big Smiles and See2Succeed

AVPA is not just educating students, it is also building a brighter, more inclusive future for Fresno, one leader at a time.

Enclosed, please find a Petition that has been updated to reflect all the legal requirements that are in effect since the last charter renewal in 2017. In addition, APS and AVPA have updated this Petition to reflect the current educational program in place at the Charter School.

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Criteria Pursuant to Education Code Section 47607.2(b) (Middle Performing)

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard ("Dashboard"), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of the students, evaluated using the Dashboard and Education Code Section 47607.2(b).

For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. AVPA is pleased to have been deemed a middle-performing school by the CDE and is thus entitled to the default renewal standard and is eligible for a five-year term.

Due to the suspension of the Dashboard in 2020 and 2021, as a result of the COVID-19 pandemic, charter schools could not be placed into performance categories as contemplated by AB 1505. For 2022, the CDE could only display the most current year of data (also known as Status) on the Dashboard. The 2022 Dashboard used one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on the 2021-22 school year data.

The 2023 Dashboard is the first since 2019 to display the intended red, orange, yellow, green, and blue performance colors for schools' status and change scores in the state indicators. As such, the 2023 Dashboard is not based on two years of color-based performance.

The state indicators that apply to a TK-8th grade school include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Academic: grades three through eight and grade eleven – English Language Arts/literacy and Mathematics

AVPA fits into the middle-performing category, as determined by law and the California Department of Education. AVPA is eligible and, as demonstrated by the evidence, meets the criterion for charter renewal for a term of five years, as shown below.

For middle-performing charter schools, Education Code Section 47607.2(b) mandates that the District consider the performance, schoolwide and for all student subgroups, of AVPA on the state and local indicators on the Dashboard. The District shall provide greater weight to measurements of academic performance, which include the California Assessment of Student Performance and Progress ("CAASPP") English Language Arts ("ELA") and math assessments, the English Learner Progress Indicator ("ELPI"), and the College/Career indicator ("CCI").

Below, AVPA documents its performance on the Dashboard results, in support of approval of its Petition.

Dashboard Performance

The following tables display AVPA's 2023 Dashboard performance indicators and, for comparison purposes, the District's and the state's performance.

Schoolwide Dashboard State Indicators, Comparison of 2023 Performance Levels

Indicator	AVPA	FUSD	California
ELA (academic)	**-25.6 Orange**	**-49.8 Orange**	**-13.6 Orange**
Math (academic)	**-41 Orange**	**-80.6 Yellow**	**-49.1 Orange**
ELPI (academic)	**33.3%***	**46.8% Green**	**48.7% Yellow**
Chronic Absenteeism (academic engagement)	**31.9% Yellow**	**34.7% Yellow**	**24.3% Yellow**
Suspension Rate	**3.9% Orange**	**7.3% Orange**	**3.5% Orange**

*More than 10 but fewer than 30 students for two consecutive years, so a color was not awarded. AVPA had 30 students in the ELPI in 2022-23 but not in 2021-22, and two consecutive years of 30 or more students are needed to produce a color on the Dashboard.

As demonstrated above, AVPA outperformed the District for ELA and Math as measured by Distance from Standard ("DFS") points and outperformed the District on Chronic Absenteeism and Suspension rate. While AVPA was below the District for ELPI, AVPA did not produce a color due to not having 30 or more ELs with two consecutive years of English Language Proficiency Assessments for California ("ELPAC") scores in both 2021-22 and 2022-23. The 2024 Dashboard will likely produce a color for ELPI for AVPA.

A snapshot of AVPA's subgroup performance for ELA, Math, Chronic Absenteeism, and Suspension is included below for reference. Additional tables for these subgroups with comparisons to the District and state are provided in the following tables.

2023 AVPA Subgroup Performance

Subgroup	ELA CAASPP	Math CAASPP	Chronic Absenteeism	Suspension
Schoolwide	**-25.6 Orange**	**-41 Orange**	**31.9% Yellow**	**3.9% Orange**
African American	**-37.8***	**-92.7***	**29.7% Orange**	**5% Orange**
Hispanic	**-35.1 Orange**	**-41.7 Orange**	**31.8% Yellow**	**2.4% Orange**
White	**35.1***	**23.6**	**31.7% Red**	**4.8% Orange**
English Learners	**-62.2***	**-60***	**31.9% Orange**	**2% Orange**
Homeless	**-56.5**	**-90.5**	**33.3%***	**12.5%***
Socioeconomically Disadvantaged	**-35.6 Orange**	**-52.8 Orange**	**35.4% Yellow**	**4.7% Orange**
Students with Disabilities	**-83.1***	**-92.3**	**47.7% Orange**	**2.2% Yellow**

*Means the subgroup had more than 10 but fewer than 30 students, so the subgroup's status is reported on the Dashboard but it is not provided a color.

For context, because different indicators apply to different grade levels, some subgroups have colors on two indicators but not others. For instance, ELA and Math only apply to grade levels taking the CAASPP, which at AVPA is grades 3-6. However, Chronic Absenteeism and Suspension

apply to all grades at AVPA. This is why the following subgroups have colors for these two indicators but not ELA and Math: African American, White, English Learners, and Students with Disabilities.

2023 Subgroup Performance Comparison: ELA

Indicator	Subgroup	AVPA	FUSD	California
ELA (academic)	Schoolwide	-25.6 Orange	-49.8 Orange	-13.6 Orange
	African American	-37.8	-83.6 Red	-59.6 Orange
	Hispanic	-35.1 Orange	-55.1 Orange	-40.2 Orange
	White	35.1	-8.3 Yellow	20.8 Green
	English Learners*	-62.2	-86.6 Red	-67.7 Orange
	Homeless	-56.5	-126.3 Red	-67.9 Orange
	Socioeconomically Disadvantaged	-35.6 Orange	-57.8 Orange	-42.6 Orange
	Students with Disabilities	-83.1	-123.8 Orange	-96.3 Red

As demonstrated above, when measured on DFS points, AVPA outperformed the District and the state in ELA for every subgroup where the Charter School had more than ten test takers. When looking at the schoolwide result, AVPA was above the District but below the state, although all three attained an Orange performance level.

2023 Subgroup Performance Comparison: Is AVPA Above/Below in ELA

Subgroup	Above/Below FUSD	Difference	Above/Below state	Difference
Schoolwide	Above	24.2	Below	N/A
African American	Above	45.8	Above	21.8
Hispanic	Above	20	Above	5.1
White	Above	43.4	Above	14.3
English Learners*	Above	24.4	Above	5.5
Homeless	Above	69.8	Above	11.4
Socioeconomically Disadvantaged	Above	22.2	Above	7
Students with Disabilities	Above	40.7	Above	13.2

2023 Subgroup Performance Comparison: Math

Indicator	Subgroup	AVPA	FUSD	California
ELA (academic)	Schoolwide	-41 Orange	-80.6 Yellow	-49.1 Orange
	African American	-92.7	-118.9 Orange	-104.5 Red
	Hispanic	-41.7 Orange	-86.1 Yellow	-80.8 Orange
	White	23.6	-40.8 Yellow	-11.1 Yellow
	English Learners*	-60	-105.6 Red	-93.4 Orange
	Homeless	-90.5	-158.2 Red	-101.3 Red
	Socioeconomically Disadvantaged	-52.8 Orange	-87.8 Yellow	-80.8 Yellow
	Students with Disabilities	-92.3	-148.6 Orange	-127.3 Orange

Similar to ELA, when measured by DFS points, AVPA outperformed the Authorizing District and the state in Math for every subgroup where the Charter School had more than ten test takers. In addition, when looking at the schoolwide results, AVPA was above that of both the District and the state.

2023 Subgroup Performance Comparison: Is AVPA Above/Below in Math

Subgroup	Above/Below FUSD	Difference	Above/Below state	Difference
Schoolwide	Above	39.6	Above	8.1
African American	Above	26.2	Above	11.8
Hispanic	Above	44.4	Above	39.1
White	Above	64.4	Above	34.7
English Learners*	Above	45.6	Above	33.4
Homeless	Above	67.7	Above	10.8
Socioeconomically Disadvantaged	Above	35	Above	28
Students with Disabilities	Above	56.3	Above	13.2

2023 Subgroup Performance Comparison: Chronic Absenteeism

Indicator	Subgroup	AVPA	FUSD	California
Chronic Absenteeism (academic engagement)	Schoolwide	31.9% Yellow	34.7% Yellow	24.3% Yellow
	African American*	29.7% Orange	44.5% Yellow	36.4% Yellow
	Hispanic	31.8% Yellow	35.9% Yellow	28.4% Yellow
	White	31.7% Red	32.6% Yellow	18.5% Yellow
	English Learners	31.9% Orange	27.2% Yellow	26.3% Yellow
	Homeless	33.3%	74.9% Yellow	38.7% Yellow
	Socioeconomically Disadvantaged	35.4% Yellow	36.5% Yellow	29.9% Yellow
	Students with Disabilities	47.7% Orange	42.4% Yellow	33.1% Yellow

As demonstrated above, the AVPA had lower percentages of Chronic Absenteeism schoolwide and for all but two subgroups (ELs and SWD) when compared to the rates achieved by the District.

Consistent attendance at AVPA is a priority across all grade levels, and students and families are expected to demonstrate a strong commitment to being at school on time every day. For the current school year, 2024-25, AVPA currently has a 96% attendance rate. Daily attendance is carefully tracked through the Infinite Campus Student Information System.

In response to the ongoing attendance challenges that emerged following COVID-19, AVPA closely analyzed attendance data and identified chronic absenteeism as a key area of concern. The 2023-24 LCAP, which received its annual update before the finalization of 2022-23 data, outlined several targeted actions to address chronic absenteeism. These concerns were validated when the 2023 Dashboard showed a chronic absenteeism rate of 31.9%. This rate, while high, was an improvement from the previous year's rate of 50.1% - AVPA saw a year-over-year decline of 18.2%.

AVPA's strategic actions in 2023-24, as outlined in its LCAP, proved effective, with the chronic

absenteeism rate projected to drop to 13.6%—another significant decrease similar to what was observed from 2021-22 to 2022-23.

School Year	2021-22	2022-23	2023-24*
Chronic Absenteeism Rate	**50.1%**	**31.9%**	**13.6%***

*Predicted

As part of AVPA's commitment to maintaining this progress, the successful actions from 2023-24 will be continued in the 2024-25 school year, as detailed in the updated LCAP. These actions include revising the attendance policy, presenting it to staff and families, and establishing a SART team to address students at risk of chronic absenteeism. The Family Resource Counselor (liaison) also conducted home visits, and administrators engaged with families through the SART process to address absenteeism. Additional actions can be found on pages 6, 8, 25-26, and 41-44 of the 2024-25 LCAP.

2023 Subgroup Performance Comparison: Suspension Rate

Indicator	Subgroup	AVPA	FUSD	California
Suspension (Conditions and Climate)	Schoolwide	3.9% Orange	7.3% Orange	3.5% Orange
	African American*	5% Orange	16.4% Red	8.8% Red
	Hispanic	2.4% Orange	7% Orange	3.8% Orange
	White	4.8% Orange	6.5% Orange	2.9% Yellow
	English Learners	2% Orange	5.1% Orange	3.7% Orange
	Homeless	12.5%	15.8% Red	6.5% Orange
	Socioeconomically Disadvantaged	4.7% Orange	7.8% Orange	4.5% Orange
	Students with Disabilities	2.2% Yellow	10.6% Red	5.9% Orange

Based on the 2023 Dashboard results for suspension, AVPA had a lower suspension rate for all students and for all subgroups compared to the District. Similarly, in comparison to the state, AVPA saw a majority of its subgroups with lower suspension rates than their peers.

2022-23 ELPAC Results by Performance Level

	AVPA	FUSD	State
Percent of students scoring level 3 + 4	**50.6%**	**43.6%**	**50.3%**

While AVPA did not have enough ELs in both 2021-22 and 2022-23 to produce an ELPI color on the 2023 Dashboard, 41 ELs completed the ELPAC in the 2022-23 school year, which is a significant number. The percent of students scoring level 3 or 4 on the ELPAC in this most recent year is shown above and is higher than the District's rate.

English Language Arts and Math Performance on CAASPP

The CAASPP data provided above demonstrates that AVPA students achieved measurable increases in academic achievement based on their performance relative to their similarly situated peers. Specifically, insofar as District and state data indicate average performance within a school year or average growth from one year to the next, where AVPA outperforms those averages or the year-over-year growth, the Charter School clearly demonstrates the measurable increases in academic achievement its students have attained.

As shown above, AVPA students achieved higher status on both the ELA and Math CAASPP than their peers in the District.

The CAASPP data shown primarily uses the DFS metric to show performance. This metric is different from the more traditional method of viewing test results, which is the percentage of students scoring at or above grade level (on CAASPP, level 3 is considered "Met" or at grade level, and level 4 is considered "Exceeded" or above grade level).

DFS measures how far a student is from the grade-level standard. A DFS of zero means the student is scoring at the minimum scale score to be considered on grade level. A negative DFS means the student has not met the standard, while a positive DFS puts the student above the minimum score needed to be at grade level.

AVPA uses the DFS metric for multiple reasons. First, the Dashboard uses DFS when looking at CAASPP. The Dashboard drives accountability for charter schools under AB 1505, as explained above. Using DFS then aligns with how the state is viewing charter school performance. In addition, DFS measures the performance of all tested students, and each individual score is weighted equally. This provides schools an incentive to maximize the academic growth and

achievement of every student. When looking at the more traditional metric of the percent of students at or above grade level, it only takes into account students who performed at or above a certain threshold.

Local Indicators

AVPA 2017, 2018, 2019, 2022 and 2023 Dashboard Local Indicators

Local Indicator	2017	2018	2019	2022	2023
Basics: Teachers, Instructional Materials, Facilities	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**
Implementation of Academic Standards	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**
Parent and Family Engagement	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**
Local Climate Survey	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**
Access to a Broad Course of Study	**N/A**	**Standard Met**	**Standard Met**	**Standard Met**	**Standard Met**

As demonstrated above, the Charter School met standards for all local indicators in each of the most recent five years that local indicators were reported on the California Dashboard.

***

A charter petition renewed pursuant to Section 47607.2(b) (middle performing) shall be granted a five-year renewal term. **As clearly demonstrated by the evidence above, AVPA meets this renewal criterion and has earned a five-year renewal term.**

ELEMENT A - THE EDUCATIONAL PROGRAM

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

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

Mission & Vision

The mission of Aspen Public Schools and Aspen Valley Prep Academy is to transform the Fresno community by developing exceptional leaders who can positively impact the Fresno community. APS and AVPA believe in fostering a future where all individuals, regardless of race, ethnicity, or economic status, experience a better quality of life. The mission is rooted in APS' commitment to equal educational opportunity for all students, regardless of their background, so they have the tools and resources needed to succeed academically, socially, and emotionally.

The three APS campuses are located in historically underserved neighborhoods in Fresno. As California Community Schools, APS' dedication to students and their families goes beyond the classroom. Staff work hard before and after school to close achievement gaps, promote equity, and cultivate an inclusive learning environment that honors students' diverse experiences and backgrounds.

By focusing on academic achievement, social-emotional development, and leadership skills, AVPA prepares students to become lifelong learners, equipped to navigate the complexities of their environment and grow up to lead with purpose, integrity, and compassion.

Target Student Population

Students & Families

AVPA's student body reflects the rich cultural diversity of Fresno County, serving students and families from a wide range of backgrounds. As an educational alternative, AVPA primarily supports students who face unique challenges and aims to provide a nurturing environment

where they can thrive. Many families choose AVPA for its smaller setting, believing it better fits their child's unique needs.

AVPA is deeply committed to enrolling and supporting the most underserved students, including the socio-economically disadvantaged, foster youth, English Learners, and students experiencing homelessness or housing instability. This dedication is evident in AVPA's growth over the most recent charter term (starting in 2017-18), with an increase in the enrollment of traditionally underserved subgroups, as illustrated below.

Subgroup	2017-18	2023-24	Percent Change
Hispanic/Latino	66.2%	69.7%	3.5%
English Learners	8.2%	13.8%	5.5%
Foster Youth	0.3%	0.9%	0.6%
Homeless Youth	2.8%	13.5%	10.7%
Students with Disabilities	6.6%	10.4%	3.8%

During this same time, the population of Black and socioeconomically disadvantaged students has remained consistent. However, there were sizable decreases in the percentage of White and Asian students attending the school. In 2016-17, the last year prior to the most recent charter term, these two subgroups made up 25.3% of the student body. In 2023-24, White and Asian students composed just 14.4% of the student body. While all students who wish to attend are welcome at AVPA, the Charter School's focus is on students from populations that have been traditionally underserved in public schools. This last charter term has seen an increase in these targeted students enrolling at the school.

AVPA is confident the Charter School's proven model, which emphasizes leadership and 21st-century skills, a differentiated approach to learning, and intensive, holistic support for students in need, will continue to impact students and their families.

Planned Enrollment

Grade	2025-26	2026-27	2027-28	2028-29	2029-30
TK/Kindergarten	66	66	66	66	66
1st grade	46	46	46	46	46
2nd grade	46	46	46	46	46
3rd grade	46	46	46	46	46
4th grade	46	46	46	46	46
5th grade	40	40	40	40	40
6th grade	40	40	40	40	40
TOTALS	**330**	**330**	**330**	**330**	**330**

Student Demographics

AVPA serves a student population that is reflective of the general population of Fresno Unified School District across multiple demographic indicators, as detailed in the table below. In alignment with its target population, AVPA serves a significantly higher percentage of mobile, unhoused, and foster care students.

2023-24 Student Demographics					
	AVPA	**APS**	**FUSD**	**Fresno County**	**California**
English Learner	13.8%	17.6%	20.1%	18.3%	18.4%
Foster Youth	0.9%	0.7%	1%	0.7%	0.5%
Homeless Youth	13.5%	18.7%	0.8%	1.1%	3.6%
Socioeconomically Disadvantaged	77.2%	82.6%	87.2%	76.2%	62.7%
Students with Disabilities	10.4%	14%	13.5%	11.6%	13.7%
Race/Ethnicity					
Black	11%	11.6%	7.6%	4.5%	4.9%
Asian	2.9%	3.9%	10.6%	9.9%	9.9%
Latino	69.7%	71.1%	69.5%	66.8%	56.1%
White	11.5%	8.3%	7.8%	14%	20.3%

School Day & Year

The annual calendar includes a minimum of 175 days of regular instruction. Given that a significant number of students enter school below grade level, the extended regular school day provides a tremendous benefit. The difference between the minimum number of instructional minutes required by the state and the instructional minutes at AVPA is represented in the following chart.

Grade	CA Required Minutes	AVPA Instructional Minutes	Difference
TK	36,000 annually	36,750 annually	+750
Kindergarten	36,000 annually	56,675 annually	+20,675
Grades 1-3	50,400 annually	60,025 annually	+9,625 x 3 years = 28,875
Grades 4-6	54,000 annually	60,900 annually	+6,900 x 3 years = 20,700
Total Difference TK-6 (over 8 year period)			71,000 additional minutes

As a result of having an extended instructional day, students in all grades receive instructional minutes that substantially exceed the minimum number required for traditional and charter public schools according to Education Code Section 47612.5.

Students who attend Aspen Valley Prep Academy from Transitional Kindergarten through 6th grade have access to approximately 71,000 instructional minutes above and beyond the minutes required by the state – this is about 1.3 years of additional instruction.

What It Means to Be an Educated Person in the 21st Century

AVPA has developed an academic program that prepares students to become or remain self-motivated, competent, lifelong learners. By embedding essential skills into its student-centered, hands-on instruction, AVPA focuses on cultivating self-motivated, competent, and lifelong learners who are ready to thrive in an ever-changing, complex world.

At AVPA, the educational approach is centered around fostering 21st-century learning through the Framework for 21st Century Learning. AVPA focuses on three crucial areas to ensure students are well-prepared for the future:

- **Learning Skills (The "Four Cs")**: critical thinking, communication, collaboration, and creativity.
    - Students will analyze information effectively, work well with others, express ideas clearly, and think innovatively.
- **Life Skills**: flexibility, initiative, social skills, productivity, and leadership.
    - Students will adapt to new challenges and lead effectively in various environments.
- **Literacy Skills**: Information literacy, media literacy, and technology literacy

- Students will navigate, analyze, and use information across multiple platforms with confidence and competence.

Beyond academic skills, AVPA strives to instill a love for lifelong learning. The Charter School integrates principles from **The 7 Habits of Highly Effective People** and **Habits of Success** into its holistic educational approach. These habits—curiosity, self-direction, agency, resilience, and purpose—are foundational in shaping students' character and decision-making skills. Curiosity encourages students to critically evaluate themselves and the world, while self-direction enables them to solve problems with confidence. Agency empowers them to make informed decisions, resilience helps them overcome challenges, and purpose drives them to pursue meaningful goals with determination.

Instructional Practices

AVPA maintains that all students can meet and exceed state standards when they are held to high expectations and provided with an individualized, supportive learning environment. A key component of AVPA's success is its effective teacher coaching program. AVPA emphasizes that instructional excellence begins with well-supported educators. All teachers receive differentiated coaching based on their individual needs, with coaching sessions currently occurring twice a week, weekly, or bi-weekly based on teacher need. Instructional coaches, along with the principal and vice principal, work collaboratively with teachers to refine and enhance their instructional practices. This personalized coaching model ensures all teachers have access to the resources and feedback necessary for continuous improvement.

AVPA's instructional program is driven by student data. Teachers gather and analyze data to make informed decisions about curriculum, assessment, pedagogy, and student services. By regularly reviewing student work and performance, teachers can adjust and refine their practices to meet their students' diverse needs.

In alignment with AVPA's philosophy, teachers also set personal goals to improve their teaching practice. These goals, grounded in data analysis of multiple measures, help teachers design both short-term and long-term academic plans. The goals are discussed during collaborative instructional meetings, allowing for strategic implementation of learning strategies that enhance student achievement.

All instruction starts first with the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), the History-Social Science Framework, the English Language Development Standards ("ELD"), and remaining State Content Standards (collectively, "State Standards"), as well as the frameworks for instructional design, all of which drive the creation of lesson plans and the assessment of both student and teacher achievement. Teachers use the backward design framework from Understanding by Design (Wiggins & McTighe, 1998) to collaboratively plan units, ensuring that every lesson is aligned with state standards and focused on achieving both student and teacher success.

The Charter School will maintain the requisite adult to pupil ratio mandated by Education Code Section 48000(g) in its TK classrooms.

Blended Learning

AVPA continues to advance its personalized learning approach through the use of blended learning, integrating a variety of online and in-person instructional methods. Recent developments in education technology highlight the effectiveness of blended learning in tailoring educational experiences to each student's unique needs, preferences, and pace.

AVPA leverages a growing array of online platforms and resources to engage students in interactive, game-like learning environments that adapt dynamically to individual performance. These platforms include widely used free websites such as i-Ready, BrainPop, Epic!, Studies Weekly, PBS Kids, Reflex, and Frax. These tools support personalized learning by offering content that adjusts to the skill level of each student, ensuring that those who need more time to grasp a concept can progress at their own pace, while those ready to advance can engage with increasingly complex material.

Blended learning environments have been shown to improve student outcomes by allowing for differentiation—students can select activities based on their interests and receive instant feedback on their progress. This immediate response system, often embedded within educational software, helps keep students motivated by providing praise for correct answers and encouragement to try again when needed.

In addition to these curriculum resources, AVPA utilizes ParentSquare, a robust communication platform that fosters collaboration between teachers, parents, and students. ParentSquare allows for real-time exchanges of information regarding assignments, tests, and grades, providing a seamless way for parents and educators to stay informed and involved in the academic progress of each student.

AVPA's commitment to integrating technology into education is reflected in its 1:1 student-to-computer ratio, ensuring that every student has access to a personal device for learning. Moreover, the Charter School provides secure and monitored internet access, safeguarding students as they navigate online learning environments.

Science of Reading

The Science of Reading equips students with the foundational skills necessary to become proficient, confident readers. Grounded in extensive cognitive science research, the program ensures students master decoding, fluency, vocabulary, and comprehension skills. AVPA believes a structured approach to reading builds the essential literacy foundation for academic success and lifelong learning. The curriculum emphasizes systematic and explicit instruction, integrating phonemic awareness, phonics, fluency, vocabulary, and comprehension strategies to provide

students with the tools needed to become highly skilled readers.

With evidence-based programs, every text introduced is carefully selected to support cognitive development in reading. Students engage with materials that focus on mastering essential literacy skills, including phonemic awareness, decoding, and fluency while fostering comprehension and critical thinking. The curriculum provides scaffolded instruction to ensure all students can engage with grade-level texts while still receiving the support they need to succeed. Lessons incorporate diverse texts, including literary works, informational texts, and multimedia resources, to build a broad knowledge base while developing key reading skills.

Students explore the craft and structure of texts, analyzing how language choices affect meaning and tone. They learn to interpret figurative language, technical terms, and connotative meanings. Students analyze text structure, understanding how specific sentences, paragraphs, or chapters contribute to the overall meaning. The curriculum also focuses on helping students assess the author's purpose and point of view and how these elements shape the text's content and style.

As students grow in their ability to integrate knowledge from various texts, they develop critical evaluation skills. They analyze and compare how different authors address similar themes, examining the arguments, claims, and evidence presented. Students are encouraged to synthesize information from multiple sources, both written and visual, to build a well-rounded understanding of complex ideas.

From kindergarten onward, students are introduced to foundational literacy skills through listening to stories and informational texts and learning how to research and create reports based on multiple sources. As they progress, students apply a range of reading comprehension strategies—including predicting, questioning, summarizing, and inferring—to deepen their understanding of texts. Teachers use think-alouds and guided reading groups to model these strategies, helping students develop metacognitive awareness of their reading processes.

Curriculum

AVPA's core curriculum aligns with the State Standards and Frameworks for Instructional Design. Teachers align all lesson plans to the State Standards (including methods for differentiating instruction for English Learners and students with disabilities).

Listed below, each core subject is described in the current instructional materials.

English Language Arts Curriculum

Core Knowledge Language Arts

The Core Knowledge Language Arts ("CKLA") curriculum for grades TK-5 offers a robust and structured approach to developing literacy skills. In grades TK-2, it provides strong foundational support, helping students move from learning to reading to comprehending more complex texts.

The curriculum integrates reading, writing, speaking, and listening tasks with rich, rigorous texts that enhance vocabulary and critical thinking. For grades 3-5, CKLA continues to engage students with high-quality, complex texts and structured writing activities that strengthen literacy development. The curriculum builds academic vocabulary and fosters a deeper understanding of various topics while supporting students' growth in different writing forms. With comprehensive teacher guidance and technology integration, CKLA equips students with the skills they need to achieve grade-level literacy proficiency. AVPA teachers are provided with clear, well-designed lessons, ensuring effective instruction and meeting diverse learners' needs.

Expeditionary Learning Grades 6th Grade Language Arts Curriculum

The Expeditionary Learning Grade 6 Language Arts Curriculum is a comprehensive, research-informed program designed to engage both AVPA teachers and students through real-world, meaningful content. The curriculum is rooted in the CCSS, supporting equitable access to high-quality literacy instruction for all learners. It emphasizes developing critical literacy skills, fosters deep engagement with complex texts, and promotes social-emotional learning by encouraging students to connect their academic work with their communities.

Core Knowledge Language Studio

Core Knowledge Language Studio is an English Language Development ("ELD") program designed for English Learners in TK-5th grade, serving as a companion to CKLA. It offers real-world content to support reading, writing, speaking, and listening development while using research-backed strategies for effective language acquisition. The program includes progress-monitoring tools, scaffolding strategies, and differentiated instruction across five proficiency levels, helping AVPA students advance toward language proficiency in engaging, content-rich environments.

Cengage English Language Development

Cengage's English Language Development ("ELD") was designed to support English Learners in 6th grade by integrating language instruction with engaging content from various disciplines. The program helps AVPA students improve their language skills while building content knowledge through interactive, authentic texts and multimedia resources. The curriculum emphasizes reading, writing, listening, and speaking skills, using materials that reflect real-world scenarios. It also incorporates scaffolded instruction to guide students through progressively challenging language tasks, ensuring they develop language proficiency and content understanding.

Mathematics

Leap Mathematics TK-5

Leap Mathematics TK-5 is a comprehensive, research-based curriculum designed to give students a deep understanding of key mathematical concepts. It focuses heavily on grade-level content, ensuring coherence and rigor throughout grades TK-5. The curriculum is structured to balance

conceptual understanding, procedural fluency, and application, offering robust instructional materials for teachers. It also provides ample support for diverse student populations, including English language learners and students with special needs. Additionally, Leap Mathematics TK-5 features a robust assessment system that helps AVPA teachers evaluate student progress and guide instructional decisions.

Kendall Hunt's Illustrative Mathematics 6-8 Math

The Kendall Hunt Illustrative Mathematics 6-8 Math curriculum is a comprehensive program designed to meet the needs of students. It emphasizes focus and coherence by aligning lessons to grade-level standards and maintaining a logical progression of topics. The curriculum integrates rigor and balance, ensuring that students engage with mathematical concepts deeply and meaningfully while strengthening connections between practice and content. AVPA's 6th-grade teachers receive instructional support, including lesson structure, pacing guidance, and tools for differentiating instruction to accommodate diverse learners. The curriculum also offers valuable resources for tracking student progress, ensuring teachers can monitor and support growth in real-time.

Science

Core Knowledge Science

Core Knowledge Science is a comprehensive curriculum used in TK-4 designed to ignite students' minds for scientific inquiry and discovery. Aligned with the NGSS, this program fosters an understanding of essential scientific concepts across life, physical, and earth sciences. Core Knowledge Science empowers students to become active participants in their learning journey by emphasizing hands-on experiments, real-world applications, and critical thinking skills. Through engaging lessons and activities, students develop a strong foundation in scientific literacy, preparing them for future academic success and a lifelong appreciation for the wonders of the natural world.

Amplify Science

AVPA 5th grade utilizes the Amplify Science curriculum, which is aligned with the NGSS. Amplify Science integrates hands-on experiments, interactive digital tools, and engaging texts to promote a thorough comprehension of scientific concepts. Students are prompted to think like scientists and engineers as they explore real-world phenomena, devise solutions, and formulate evidence-based explanations.

OpenSciEd

OpenSciEd is a comprehensive science curriculum used in 6th grade, designed to foster a deep understanding of scientific principles. Aligned with the NGSS, it promotes inquiry-based learning through a storyline approach, engaging AVPA students with real-world phenomena. The curriculum's inclusive design ensures all students, regardless of background, can meaningfully

participate in the learning process. By integrating science practices, crosscutting concepts, and disciplinary core ideas, OpenSciEd supports three-dimensional learning. This approach encourages students to develop a deeper understanding of scientific concepts and their connections to the real world. The curriculum also employs a variety of instructional routines to guide students through investigating, problem-solving, and synthesizing ideas, ensuring that their learning experience is coherent and engaging. OpenSciEd's research-based, field-tested design ensures that it effectively supports student learning. It provides specific support for multilingual learners and offers differentiated learning experiences to cater to students with diverse needs. Additionally, the curriculum includes embedded assessments that allow students to demonstrate their understanding and reasoning in multiple ways, further enhancing the learning experience.

History/Social Science

Core Knowledge History and Geography

Core Knowledge History and Geography ("CKHG") is a comprehensive program designed to provide TK-5th grade students with a strong foundation in history, geography, civics, and economics. Students explore key events, cultures, and concepts from ancient civilizations to the modern world through engaging texts, maps, and activities. The program emphasizes building foundational knowledge while fostering curiosity and critical thinking. By connecting lessons across grade levels, CKHG enables students to deepen their understanding of historical events, figures, and geographical concepts, ultimately developing essential citizenship skills.

Gradient Learning Base History Curriculum

Gradient Learning's 6th Grade Base History curriculum was designed to align with the College, Career, and Civic Life (C3) Social Studies Framework, ensuring a comprehensive and rigorous learning experience. By focusing on the key dimensions of the framework - inquiry, analysis, interpretation, and evaluation - students develop an understanding of historical concepts and their relevance to the present. Students are encouraged to think critically, communicate effectively, and become active citizens through engaging activities and projects.

Teachers choose additional primary and secondary resources to support student investigations into multiple perspectives on historical events and concepts. Teachers provide students access to primary and secondary historical sources, maps, charts, and timelines to draw information about the historical periods and cultures studied. In teaching social science, teachers use a variety of graphic organizers, charts, and visual aids to support students' developing analytic skills and to assist English Learners.

Physical Education: Sports, Play and Active Recreation for Kids

Sports, Play and Active Recreation for Kids ("SPARK") Physical Education's ("PE") curriculum is used for students in grades TK-6. It is a research-based, state-standards-aligned program that

promotes motor skill development and keeps students physically active and engaged. It also emphasizes good sportsmanship.

AVPA's full-time credentialed PE instructor leads a program that fosters teamwork, leadership, and physical development through organized sports. As a member of the Fresno Parochial Athletic League ("PAL"), AVPA competes with students from small schools in community-based competitive sports, including volleyball, basketball, track, flag football, cross-country, and cheerleading. This involvement helps students build essential life skills while promoting physical fitness.

Health and Wellness

AVPA is committed to educating students and their families on the importance of daily physical activity and making healthy food choices. AVPA believes students should have access to nourishing, fresh food. For over a decade, Revolution Foods has been AVPA's food vendor. They deliver daily breakfast, lunch, and snacks that ensure high-quality, unprocessed options. AVPA schedules an annual visit from the Dairy Council of California, which aligns with the Dietary Guidelines for America. AVPA also partners with CAL Fresh for parent and guardian nutrition education.

Technology

AVPA leverages the Common Core Technology Standards to enhance the educational experience for its students. As noted throughout this Petition, blended learning and technology-based curriculum and assessments integrate throughout the program. All students have access to classroom or lab computers at a ratio of 1:1. Upper elementary students utilize technology within core subject assignments such as internet research, word processing, and slide, and PowerPoint presentations.

Visual/Performing Arts

AVPA provides music and visual performing arts instruction led by full-time, certified staff. AVPA's Expanded Learning Opportunities Program ("ELO-P") also offers band, dance, and drama. The full-time visual arts teacher collaborates with classroom teachers to integrate arts into the curriculum and cultural events. Students are encouraged to showcase their talents in assemblies, special performances, talent shows, and productions, fostering creativity and self-expression.

Professional Development

Professional development and instructional coaching are vital components of AVPA's operations, ensuring teachers' and students' continuous growth and success. AVPA supports its educators through a high-quality Professional Learning Community ("PLC") model, where staff regularly collaborate to share expertise on curriculum, instruction, assessment, and behavior management. The PLC also serves as a platform for open-ended discussions about enhancing

student success. This collaborative approach promotes the development of shared values, improves accountability, and fosters continuous improvement in teaching practices. Through PLCs, instructional staff analyze student achievement data, engage in reflective inquiry, seek solutions collaboratively, and evaluate learning outcomes. PLC meetings are a regular, integral part of staff meetings. In collaboration with APS, the principal trains staff to effectively participate in and lead these sessions.

AVPA's instructional staff meet weekly, typically on Fridays, with school leaders and participate in joint professional development ("PD") sessions with other Aspen Public Schools faculty. Each teacher has at least one bi-weekly meeting with the principal for individualized coaching to discuss classroom strategies, individual student progress, and overall teacher performance. Teachers also engage in collaborative planning and PD two weeks before the school year begins and participate in four additional full PD days throughout the academic year.

APS facilitates professional development at AVPA in collaboration with administrators and staff. External partners and consultants also provide additional specialized training. For example, since 2020, the Charter School has worked with Instructional Partners for English Language Arts.

Teachers work closely with school leaders to implement curriculum, review student achievement data—particularly with a focus on subgroup performance—and address the needs of individual students. Continuous collaboration occurs through classroom observations, grade-level meetings, discussions on best practices, PLC meetings, and academic planning sessions the principal approves; teachers are also encouraged to attend off-site travel to enhance their skills and knowledge further.

Professional development is adjusted annually to account for any new legal requirements, as applicable.

Addressing the Needs of All Students

Multi-Tiered Systems of Support

AVPA's Multi-Tiered System of Supports ("MTSS") program is intended to address the needs of all students, including English Learners, students with disabilities, as well as vulnerable populations such as students in foster care, experiencing homelessness, or who qualify as socioeconomically disadvantaged. Strategic collaboration and coordination among the team (general and specialized) is an essential component of MTSS. MTSS aligns all school-wide initiatives, supports, and resources and implements continuous improvement processes at all levels of the system (school-wide, classroom, and individual students).

AVPA will be able to identify low-achieving students and those who may need additional support through frequent benchmark assessment and review of individual student data. Students who are achieving below grade level are recognized through multiple measures and assessments.

Parents play an important role as teachers establish close home to school connections through home visits and frequent communications.

In the MTSS model, Tier 1 includes universal support for all students, Tier 2 includes targeted interventions for those students who need extra support (based on data), and Tier 3 includes more intensive intervention and support for students who do not demonstrate success with Tier 2 strategies.

Tier 1: Universal support for ALL

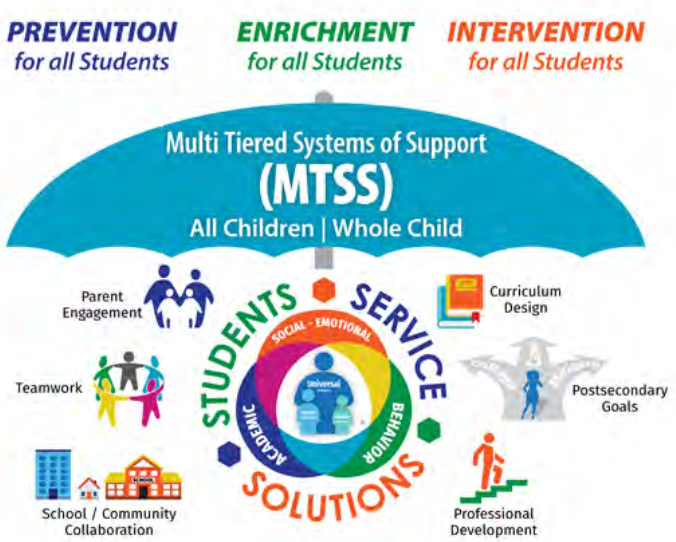
- Requires high-quality, culturally and linguistically responsive core instruction
- Ongoing assessments
- Incorporates intervention for academic, linguistic, behavioral, and social-emotional learning as a school-wide foundation for all students
- Includes APS initiatives, described below in detail, including PBIS and "Leader In Me" social/emotional curriculum that provides a learning environment that focuses on the whole child
- Differentiation based upon ongoing daily, weekly, and monthly formative and summative assessment data and students' varying levels of readiness, interest, background knowledge, language, learning preferences, and the use of responsive pedagogy in addition to the multiple learning styles
- Validation and affirmation of students' cultures and home language

Tier 2: Targeted and Intensive Levels of Support for SOME

- In addition to Tier 1 supports
- Requires a qualitatively different evidence-based instructional program, approach, or strategy
- Additional time for intervention
- Smaller group size for instruction

Tier 3: Highly Targeted and Intensive Levels of Support for FEW

- Require daily interventions in addition to Tier 1 and Tier 2 supports (push-in and pull-out support with specialists and counselors, more time with instructional assistants to help students develop study skills and appropriate behaviors.
- Require a higher level of strategic collaboration and coordination among the team (general and specialized) providing services to each student



At AVPA, the Student Success Team ("SST") process is a collaborative approach to address the diverse learning needs of students who may require additional academic, behavioral, or social-emotional support. The SST consists of educators, support staff, and family members who work together to identify strategies and interventions to help the student succeed. Through data-driven decision-making, the team ensures that individualized interventions are aligned with the student's unique challenges, ensuring every student can achieve their potential. Any teacher or parent/guardian can request an SST meeting.

Steps for Referral to SST:

1. **Identification of Concern**: A teacher or parent recognizes a student experiencing challenges in academic, behavioral, or emotional areas.
2. **Data Collection**: Teachers gather data on the student's performance, including grades, observations, behavior reports, and assessment results.
3. **Referral Submission**: The concerned party completes a formal referral to the SST, detailing the student's needs and areas of concern.
4. **Initial Meeting**: The SST convenes with relevant stakeholders (teachers, parents, specialists) to review the referral and data, discuss concerns, and propose initial interventions.
5. **Implementation of Interventions**: The team agrees on specific interventions and strategies, and these are implemented in the classroom or other relevant settings.
6. **Monitoring Progress**: The student's progress is monitored regularly by tracking data and assessing the effectiveness of the interventions.

Steps for Exiting Interventions:

1. **Progress Review**: The SST reviews data on the student's performance and progress to determine whether the interventions have been successful.

2. **Recommendation**: Based on progress, the SST either recommends the student continue with current interventions, modifies the interventions, or decides the student no longer requires additional support.
3. **Parent/Guardian Involvement**: Parents or guardians are informed and involved in the decision-making process, ensuring they are aware of any changes.
4. **Exiting the Intervention Plan**: If the student has met their goals, they exit the intervention process and resume regular academic programming with ongoing monitoring.
5. **Continued Monitoring**: Even after exiting the SST process, the student's progress is monitored to ensure continued success.

This structured approach ensures that AVPA students receive timely and effective support tailored to their individual needs, promoting long-term success in their educational journey.

Students Achieving Above Grade Level

Aspen Valley Prep Academy is committed to providing a differentiated learning environment that caters to the unique needs of high-achieving students. Aligned with current research, AVPA employs a variety of strategies to foster intellectual growth and challenge these students:

- **Flexible Learning Pathways:** AVPA offers alternative or extension activities for students who have mastered the core curriculum, allowing them to delve deeper into topics of interest.
- **Collaborative Learning:** Opportunities for peer-to-peer collaboration to foster critical thinking and problem-solving skills.
- **Personalized Learning Goals:** Students and teachers work together to develop individualized learning goals through the "Leader in Me" program, promoting self-directed learning.
- **Higher-Order Thinking:** Open-ended questions and tasks that align with Bloom's taxonomy, including analysis, evaluation, and synthesis, encourage complex thinking.
- **Leadership and Mentorship:** Students are provided with opportunities to develop leadership skills and mentor their peers.
- **Extended Learning Platforms:** Students will have access to online learning platforms to further their learning.

By implementing these strategies, AVPA ensures that high-achieving students are continually challenged, engaged, and supported in their academic journey.

Students Achieving Below Grade Level

AVPA students who demonstrate low achievement, as measured by state assessments, local assessments, teacher observations, curriculum assessments, parent input, or Student Success Team recommendations, are identified as at-promise. These students receive targeted support to address specific areas of growth.

Targeted support for students who are academically low-achieving may include:

- **Early intervention in reading and literacy:** Implementing evidence-based literacy strategies, such as explicit phonics instruction, to address foundational reading skills.
- **Personalized tutoring:** Providing one-on-one or small-group tutoring sessions tailored to the student's individual needs.
- **Targeted interventions:** Developing individualized support plans, in collaboration with the student and family, that focus on specific areas of difficulty and provide clear, achievable goals.
- **Program accommodations:** Adapting curriculum, instruction, and assessments to meet the student's unique learning style and pace.
- **Enhanced parent-teacher communication:** Fostering strong partnerships with parents through regular communication and involvement in the student's education.
- **Technology integration:** Leveraging technology tools, such as educational apps, online resources, and assistive technology, to support learning and engagement.
- **Extended Day and Additional School Days:** Students can enroll in the after-school program and attend after-school tutoring or join any of the fall, winter, or summer ASES programs.

Classroom modifications may also be made to support academically low-achieving students, including:

- **Differentiated instruction:** Using a variety of instructional approaches, materials, and strategies to meet the diverse needs of students.
- **Universal Design for Learning:** Incorporating principles of UDL to create a more inclusive and accessible learning environment.
- **Flexible grouping:** Grouping students based on their learning needs and strengths for targeted instruction.

Social, Emotional, and Behavioral Support

The APS Mental Health and Support Services Department comprises licensed and certified school counselors and psychologists. This multidisciplinary team provides personalized support at each APS school, including responding to each student's needs, offering a range of tiered mental health supports, counseling, referral to outside agencies, and social and emotional services and support to help children, youth, and families become better equipped to thrive in school and life.

AVPA offers individual and group counseling services to support social and emotional learning, guidance and consultation to APS school teams on effective academic and behavioral interventions, robust special education services, a continuum of mental health support, and additional specialized student support services to address the needs of our students and their families.

To develop the whole child, APS uses Positive Behavioral Interventions and Supports ("PBIS"), Second Step, and Leader in Me to teach students essential social-emotional skills like problem-solving, conflict resolution, empathy, and leadership. These programs help create a predictable environment, teach students to understand their emotions, and empower them to make positive choices.

Positive Behavioral Interventions and Supports

AVPA is committed to providing all students a safe and inclusive learning environment. AVPA and APS have implemented a PBIS program to achieve this goal. PBIS is a framework that helps schools create a positive school climate by teaching and reinforcing positive behaviors.

AVPA follows a matrix that outlines the specific expectations for student behavior in different settings, such as the classroom, hallway, and cafeteria. Positive behaviors are reinforced through various initiatives, including:

- **Positive Incentives:** Students who exhibit positive behavior are rewarded with incentives that create a positive school climate.
- **School-Wide Assemblies:** Regular assemblies reinforce the importance of being safe, responsible, respectful, and ready to learn.
- **Staff Training:** All staff members are trained to understand and implement the PBIS program, helping to reinforce positive behavior expectations.

The Leader in Me

The Franklin Covey "Leader in Me" ("LiM") program enhances social-emotional and behavioral support by fostering a school-wide culture of leadership, responsibility, and positive habits. By teaching students the principles of personal and interpersonal effectiveness, such as being proactive, setting goals, and practicing empathy, the program helps students build confidence, self-discipline, and collaboration skills. This aligns with AVPA's mission of developing exceptional leaders who are prepared to excel in an ever-changing world.

To support the MTSS framework, the Leader in Me program provides a structured approach to address students' varying social, emotional, and behavioral needs. It enables AVPA to deliver targeted interventions and personalized strategies, ensuring all students have the necessary tools to thrive academically and socially, thereby reinforcing AVPA's commitment to cultivating competent, self-driven leaders.

English Learners

AVPA serves students from the community designated as English Learners and complies with all applicable laws regarding services and the education of ELs. AVPA is compliant with all applicable legal requirements for ELs relative to annual notification to parents, student identification, placement, ELs and core content instruction, teacher qualifications and training, reclassification

to Fluent English Proficient status, monitoring and evaluation of program effectiveness and standardized testing requirements. AVPA implements policies to effectuate proper placement, evaluation, and communication regarding ELs and the rights of parents/guardians and pupils.

Identification and Assessment

Home Language Survey

Upon the student's initial enrollment at a California public school, families complete a home language survey ("HLS"). Home Language Survey questions include:

1. What language did your child first learn to speak?
2. What language does your child use the most at home?
3. What language do you use most frequently to speak to your child?
4. What is the language most often spoken by adults in the home?

APS staff review the results of the HLS to determine a student status as follows:

1. English Only ("EO"). If the answers to the first four questions on the HLS are "English" the student will be categorized as English Only; or
2. To Be Determined ("TBD") If the answers to any of the first three questions on the HLS indicate a language other than English, or a combination of English and another language. From this data, the student will be assessed to measure their level of English proficiency.

Parents may amend their response to the HLS at any time. If the student has already been administered the Initial ELPAC, changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to administration of the ELPAC Initial Assessment ("IA"), AVPA will honor the changes made.

If a student transfers to AVPA from another school, staff will contact the previous school for student records and check the student language status on the California Longitudinal Pupil Achievement Data System ("CALPADS"). In reviewing both sources, AVPA will follow state protocol in notifying parents and coordinating for students to take the appropriate state assessments.

English Language Proficiency Assessment

All students who indicate their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

Initial Assessment ("IA")

The ELPAC IA is used to identify students as either an EL, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the HLS. Students with a "TBD" determination after HLS review are assessed on their English language proficiency level with the Initial Assessment. The IA is given to students in grades K-12 whose primary language is not English and who have not yet taken any previous state English language tests and have not yet been classified as ELs.

The IA testing window will be year-round (July 1 – June 30). For any student whose primary language is other than English as determined by the HLS and who has not been previously identified as an EL by a California public school or for whom there is no record of results from an administration of an English language proficiency test, administration of the IA occurs within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year. The IA is scored by the school site. The locally scored IA will be the official score. Based on the student's overall initial performance, they may be classified as:

1. An English Learner – the student must be annually assessed with a Summative Assessment until the student meets eligibility criteria for reclassification and is Reclassified to Fluent English Proficient ("RFEP"); or
2. An Initially Fluent English Proficient ("IFEP")

Summative Assessment ("SA")

All currently enrolled students with "EL" designation take the Summative Assessment every spring between February 1 and May 31 until they are reclassified as fluent English proficient. The Summative Assessment is only given to students who have previously been identified as an EL based upon the IA results, in order to assess how well an EL is progressing toward mastery of the English language in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The ELPAC assessment includes all four language domains: Listening, Speaking, Reading, and Writing. Overall scaled scores fall within levels one through four. These four ELPAC performance levels are aligned with the California ELD Standards.

Both the ELPAC IA and SA are assessments administered in seven grade spans – K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In kindergarten and grade 1, all domains are administered individually. In grades 2-12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA are administered via a computer-based platform for all domains except the Writing Domain for kindergarten through 2nd grade, which is administered as a paper-pencil test.

Testing times vary depending upon the grade level, domain, and individual student. Both the

ELPAC IA and SA are given in two separate testing windows through the school year.

AVPA will notify all parents of the Charter School's responsibility for ELPAC testing and of ELPAC results within thirty (30) days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act ("ESSA") for annual English proficiency testing.

Students with an individualized education program ("IEP") may be eligible to take the Alternate ELPAC starting in 2021 if they are unable to take one or more domains of the ELPAC with the universal tools, designated supports, or accommodations listed in their IEP.

Instructional Programs for English Learners

As published in the ELD Standards Publication from the California Department of Education, the Proficiency Level Descriptors ("PLDs") below provide an overview of the stages of ELD through which ELs are expected to progress as they gain increasing proficiency in the English language. The descriptors provide teachers with a guide in curriculum planning and instructional delivery for ELs during designated and integrated ELD instruction.

- **Emerging**: Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.
- **Expanding**: Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade-level.
- **Bridging**: Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The "bridge" alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade-level tasks in all content areas with varying degrees of scaffolding to develop both content knowledge and English.

AVPA provides program options for ELs that are responsive to students' strengths, needs, and identities. This includes supporting students' academic needs and the socio-emotional health and well-being of multilingual students.

AVPA's instructional program is designed to enhance language learning for all ELs by promoting language acquisition and proficiency, developing oral language skills, and providing enriched learning opportunities in the following ways:

- Participation in collaborative learning activities to foster teamwork (during the school day and ELO-P).

- Developing effective communication skills through oral presentations and discussions in various content areas.
- Opportunities to explore their interests and talents through recreational, visual, and performing arts activities (during the school day and ELO-P).
- Academic tutoring for students who need additional assistance (during the school day and ELO-P).

Structured English Immersion and Universal Supports

EL students are placed into a Structured English Immersion ("SEI") setting with their peers which includes access to the core content, grade-level standards, and integrated ELD instruction. Because EL students are placed in SEI classrooms, they receive the same rigorous standards-based curriculum that every student receives. However, the curriculum and strategies utilized within the classroom may be differentiated to meet the variety of needs of students within the classroom.

Beyond SEI, AVPA is also taking the following steps to support ELs:

- Bilingual Instructional Aides ("BIA") will provide small group tutoring in the classroom to support the language acquisition needs of ELs;
- ELs will be offered academic tutoring during the school day and afterschool, during intersession and summer programming via ELO-P; and,
- Grade-level PLCs will focus on the implementation of the following instructional techniques:
    - Explicit vocabulary delivery
    - Utilizing multiple modalities, including the use of visuals and manipulatives
    - Integration of ELD into core subjects such as Math, ELA, Science, and social studies
    - Specially Designed Academic Instruction in English ("SDAIE") strategies

Integrated and Designated English Language Development

AVPA includes both integrated and designated ELD for ELs, ensuring students acquire English proficiency while building content knowledge. All AVPA teachers are trained in ELD standards and are expected to integrate them with the State Standards for their subject areas.

Integrated ELD

AVPA uses integrated ELD in the daily curriculum, ensuring all ELs have the opportunity to develop both their academic language and content knowledge. Teachers provide tailored support, including language scaffolding, Specially Designed Academic Instruction in English ("SDAIE") strategies, and assistance during content lessons, enabling ELs to actively participate in standards-based instruction. Through engaging in activities that foster language awareness, students learn to appreciate the power of language as a tool for understanding and expressing ideas. This integrated approach ensures that all ELs have the support they need to succeed.

Designated ELD

Designated ELD is a dedicated and protected time during the regular school day where teachers focus on ELD Standards, aligning instruction with content to build essential English language skills, knowledge, and abilities necessary for academic success in English. Taught by a qualified teacher, students are grouped according to their language proficiency levels, determined through assessments, such as the ELPAC. These targeted lessons are designed to accelerate English proficiency, ensuring students receive consistent instruction. This structured time offers students ample opportunities to practice listening, speaking, reading, and writing in English, supporting their overall language development.

AVPA offers three primary instructional Designated ELD approaches:

1. **Homeroom ELD**: Teachers allocate daily time within the home classroom to provide targeted ELD instruction to English learners in their respective classes.
2. **Regrouping**: AVPA schedules daily blocks for regrouping students based on their English proficiency levels within grade-level spans, allowing for more focused ELD instruction.
3. **Pull-Out (Exceptional Cases)**: In rare instances, English learners may be pulled out of their homeroom classes for specialized ELD instruction by an English Language Specialist. This is typically done outside of core academic time.

Additionally, teachers are encouraged to explore alternative instructional structures that have proven effective in delivering Designated ELD.

The current curriculum for Designated ELD includes the following:

- CKLA Language Studio for designated ELD for Grades TK-5;
- Cengage for designated ELD for grade 6;

Criteria for Reclassification

Reclassification procedures are based on the criteria set forth in the State Board of Education's Reclassification Guidelines. The following criteria reflect AVPA's current reclassification procedures per CDE's guidance. The procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

Criteria	General Education (GE)	Students who hold an IEP/504
Criterion 1: Assessment of English Language Proficiency using an assessment	Overall score of 4 on ELPAC	ELPAC (Overall = 4) or Alternate ELPAC (Overall=3); alternate assessment aligned with state ELD standards can be used

instrument		
Criterion 2: Teacher Recommendation	Teachers will evaluate student curriculum mastery and share recommendations	Classroom performance based on IEP goals for academic and ELD; teacher input from Education Specialist, speech pathologist, and/or other staff
Criterion 3: Comparison of Performance in Basic Skills	Based on internal assessments and benchmarks (e.g., i-Ready)	IEP team specifies an assessment (e.g., California Alternate Assessment); other valid assessments may be considered for comparison with native speakers of English with similar disabilities
Criterion 4: Parent consultation	Parents or guardians are formally notified of their child's language reclassification and placement, including a detailed description of the reclassification process and opportunities for parental involvement. Parents are encouraged to actively participate in the reclassification process by offering their opinions and consultation	The parent or guardian is a participant on the IEP & reclassification team. Similar to GE students, parents or guardians are formally notified of their child's language reclassification and placement, including a detailed description of the reclassification process and opportunities for parental involvement. Parents are encouraged to actively participate in the reclassification process by offering their opinions and consultation.

After a student, including those with a 504 Plan or IEP, meets the reclassification criteria, the AVPA will schedule a meeting or notify the parent/guardian. If the student has an IEP, the IEP team may discuss whether an alternative assessment can be used to supplement the required criteria and make the best decision for their reclassification.

Reclassification Monitoring

In accordance with California Ed Code (20 United States Code Section 6841(a)(4)(5); California Code of Regulations, Title 5, Section 11304), AVPA establishes rigorous monitoring systems that include benchmarks for expected growth in acquiring academic content knowledge during the academic school year. This will ensure AVPA takes the appropriate steps to ensure students are adequately progressing following reclassification.

This is done using the following process:

1. Data on the performance of RFEP students is distributed to each teacher.
2. Based on the data, the teacher will complete an RFEP monitoring form for each of their reclassified students for up to four years.

3. If progress is not being made, it will prompt teachers to fill out a referral form. In that referral form, the teacher indicates that this student is an RFEP student.
4. Once the referral form is submitted, site leaders will review the submissions and discuss them at an upcoming grade-level meeting.

Reclassified students continue to be monitored for up to four years to ensure their continued ability to achieve mastery of the State Standards.

Professional Development for Supporting English Learners

Regarding supporting ELs, AVPA's professional development focuses on teacher and support staff capacity to support EL achievement. The PD sessions emphasize SDAIE strategies for differentiated instruction, academic language development, and culturally responsive teaching. Staff engage in evidence-based practices like the use of scaffolding, targeted vocabulary instruction, and language-rich classroom environments. As outlined in AVPA's 2024-25 Local Control Accountability Plan ("LCAP"), teachers will engage in the following professional development opportunities:

- Developing a comprehensive understanding of the Core Knowledge Language Studio curriculum
- Utilizing manipulatives to facilitate student language acquisition
- Gaining a thorough understanding of ELD standards
- Implementing differentiation and scaffolding strategies specifically tailored to ELs
- Deepening understanding of the ELPAC assessment and its connection to EL instruction
- Establishing effective communication practices with families of ELs
- Differentiating instruction to cater to the diverse needs of ELs across various proficiency bands.

Administrators conduct focused instructional observations of ELD lessons. These observations assess lesson alignment with language objectives, equity in language access, and the effectiveness of instructional strategies across classrooms. Administrator feedback is provided to ensure consistency in supporting ELs linguistic and academic needs, ensuring every EL receives equitable opportunities for success.

Monitoring and Evaluation of Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

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

- Meeting annual measurable achievement objectives for ELs
- Feedback from the English Learner Advisory Committee.

Socioeconomically Disadvantaged Students

For the past twenty years AVPA has been committed to underserved student populations by providing a pathway to college or career. The mission, vision, and instructional programs ensure equal access for all students, focusing on those identified as socioeconomically disadvantaged based on the poverty index and other criteria. At its core, AVPA is founded on a belief in high expectations for every student, regardless of background.

AVPA teachers and staff receive training on recognizing symptoms and behaviors indicative of a child's need for additional supports, including issues relating to hunger, extreme poverty, and individual families' challenges to meet their child's needs. AVPA's staff is responsible for identifying students and families who might need additional resources or support, including referrals to community services. APS employs a full-time Family Resource Counselor/Homeless Liaison who assesses unhoused and foster students and supports them with public transportation, a uniform clothing pantry, and other individual needs on a case-by-case basis. AVPA's emphasis on a school community and the responsibility for one another within that community also extends to the parents and families of students.

Parents can begin drop-off starting at 7:30 a.m., and after-care is provided until 6:00 p.m. free of charge to best serve students' needs and accommodate working families. As demonstrated by the success of countless schools in California and beyond serving socio-economically disadvantaged students, income is not a determinant factor in a student's ability to succeed academically. At AVPA if socioeconomically disadvantaged students are also academically low achieving, struggle with learning differences or are identified as ELs, AVPA implements strategies described in this Petition.

Students with Disabilities

AVPA shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504, the ADA and the IDEA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR"). Teachers implement a wide range of accommodations or modifications for students with disabilities. All teachers receive ongoing professional development regarding special education policies, strategies for working with students with disabilities, and inclusive practices that support students with diverse learning styles and abilities. Furthermore, AVPA complies with all California laws pertaining to special education students.

To the maximum extent appropriate, all students with disabilities are integrated into the AVPA programs, with the necessary materials, services, and assistive/adaptive technology to support their learning. AVPA ensures any student with a disability is properly identified, assessed and provided with necessary services and supports. AVPA meets all the requirements mandated

within a student's IEP. No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them.

SELPA Membership

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). AVPA is a member of the El Dorado Charter SELPA and works in cooperation with all local and state agencies to ensure that a free, appropriate public education ("FAPE") is provided to all students with exceptional needs. AVPA complies with all regulatory special education requirements and shall follow SELPA policies as they apply to all SELPA schools for responding to the implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

AVPA assumes full responsibility for the provision of special education and related services to eligible students as an LEA member of the El Dorado County Charter SELPA. As such, state and federal funding shall be allocated directly to the Charter School per the allocation plan of the SELPA. AVPA will assume responsibility for the general education contribution which may be necessary, the provision of special education services to identified students, and shall meet the annual Maintenance of Effort Requirement.

Section 504 of the Rehabilitation Act

AVAP recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of AVPA. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the principal and shall include the principal (or their designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations.

The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

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

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

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

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

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The principal will ensure teachers include 504 Plans with lesson plans for short-term substitutes and that the teacher reviews the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students Under IDEA

AVPA shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

AVPA will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures and shall utilize SELPA forms to seek out, identify, and serve students who may qualify for special education programs and services, respond to record requests and parent complaints, and maintain the confidentiality of pupil records.

AVPA agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all County obligations under this Agreement or imposed by law.

Staffing

All special education services at the AVPA will be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. AVPA staff will participate in SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, education specialists and paraprofessionals. The Charter School shall ensure that all special education staff hired or contracted by the Charter School are qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, nurse, counselors and psychologists. AVPA reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Assurances

As required of LEA members within the El Dorado County Charter SELPA, AVPA provides the following assurances:

- Free and Appropriate Public Education - The Charter School will assure that a free and appropriate public education shall be provided to enrolled students, including children with disabilities who have been suspended or expelled from school.
- Child Find - The Charter School will assure all students with disabilities are identified.
- Full Educational Opportunity - The Charter School will assure students with disabilities have access to the full range of programs available to non-disabled students.
- Least Restrictive Environment – The Charter School will assure students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed using supplementary aids, supports and services in the general education setting.

- Individualized Education Program – The Charter School will assure an Individualized Education Program is developed, reviewed, and revised for each child who is eligible.
- Assessments – The Charter School will assure an IEP review shall be conducted on an annual basis at a minimum. In addition, a reassessment shall be conducted at least once every three years, and more often if conditions warrant or if requested by the student's parents or teacher to determine continued eligibility and needs.
- Confidentiality and Procedural Safeguards – The Charter School will assure the confidentiality of identifiable data shall be protected at collection, storage, disclosure, and destruction. In addition, students and their parents shall be provided with safeguards through the identification, evaluation and placement process and provisions for a Free Appropriate Public Education.
- Personnel Standards – The Charter School will assure good faith efforts will be made to attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to eligible students with disabilities.
- State Assessments – The Charter School will assure students with disabilities are included in state assessment programs with appropriate accommodations and modifications when necessary and appropriate.

AVPA meets all the requirements mandated within a student's IEP. The Charter School includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

Child Find

AVPA shall have 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. AVPA will implement 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.

AVPA will follow 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.

Upon the commencement of each school year, all students are evaluated as a means of general class placement. Students may be evaluated from already-available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. Through collaboration between the faculty, parents and school leaders, AVPA works to identify any students who do not currently have an IEP but may be in need of pre-referral interventions. The Intervention Team convenes regularly to review all referred students as well as student data across sub-groups, classrooms and more.

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team meetings. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner. Any AVPA teacher may also directly refer a student for formal assessment to see if they have a disability.

AVPA may additionally choose to refer a student for services assessment through the provisions of a Section 504 Plan, if appropriate.

Assessment

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess 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 Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

Development, Implementation, and Review of IEPs

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

AVPA shall be responsible for all school site implementation of the IEP. As part of this

responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive/adaptive technology.

AVPA ensures that all aspects of the IEP and school site implementation are maintained. Aspen Valley Prep Academy provides modifications and accommodations (as outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEPs are served in the Least Restrictive Environment ("LRE").

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting their needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

Interim and Initial Placements of New Charter School Students

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

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

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Due Process and Procedural Safeguards

Parents or guardians of students with IEPs must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents are acknowledged by the Charter School within five days, after which a meeting between the parent and AVPA is scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School provides the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, Aspen Valley Prep Academy participates cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE if they believe that the Charter School or SELPA has violated federal or state laws or regulations governing special education.

Independent Study

To the extent independent study is provided, AVPA complies with state laws relating to independent study as set forth in Education Code Sections 47612.5 5, 51745, et. seq. and applicable regulations. The Board has adopted policies to implement independent study options

provided to students.

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

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

The current LCAP is on file with the District [KS1] and is also available on AVPA's website at valley.aspenps.org and included in the Appendix]. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

ELEMENT B: MEASURABLE STUDENT OUTCOMES

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." Education Code Section 47605(c)(5)(B).

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

As discussed in Element A, pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure these specific subgroups are making satisfactory progress and are provided with necessary additional support, made possible by additional funds from the Local Control Funding Formula.

Student academic and personal progress is of the highest priority at AVPA. The Charter School recognizes the importance of ensuring all students, including all student subgroups, unduplicated students, and students with exceptional needs, are learning and demonstrating growth and progress throughout their schooling. Student performance and achievement of school-wide, subgroup and individual student progress is measured by multiple and varied summative and formative assessments that are aligned to state and federal standards.

On an annual basis, AVPA engages stakeholders in preparing a Local Control and Accountability Plan, that sets goals for each of the eight state priorities, including specific annual actions the Charter School takes to achieve each of the identified annual goals and fiscal allocations to support these actions.

2024-25 LCAP Goals

Goal 1: Using a whole child approach continue to strengthen schoolwide MTSS and PBIS in alignment with the CA Community Schools Framework, and the 4 Pillars of Community Schools to address the academic, social-emotional, behavioral, and mental health needs of our students to improve student mastery in ELA and Mathematics.

Goal 2: Continue to provide evidence-based professional learning opportunities for all educators, instructional support staff and administrators to build capacity, support teacher retention, to address the diverse learning needs of our students, and improve student academic outcomes.

Goal 3: Continue to partner with parents to cultivate a consistent home-to-school relationship, providing multiple opportunities for engagement and input in decision-making in schoolwide programs and initiatives. Engage families and students through the implementation of effective strategies that promote a positive school climate, and school safety through ongoing communication.

ELEMENT C – METHODS FOR MEASURING STUDENT OUTCOMES

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

AVPA administers a variety of meaningful assessments to document and analyze student academic progress over time. Student achievement data gathered through internal and external assessments provide teachers the opportunity to modify classroom instruction in response to student outcomes and allow the Charter School to modify its program to best address student needs.

AVPA complies with all regulations, reporting and processes associated with the state's Local Control Accountability Plans under the Local Control Funding Formula.

The Charter School affirms that, to the extent practicable, its methods for measuring pupil outcomes for the Eight State Priorities, as described in its LCAP, shall be consistent with the way information is reported on the School Accountability Report Card ("SARC") as required by Education Code Section 47605(c)(5)(C). The annual SARC is a public document, posted on the Charter School's website, and is made available to parents and the community, and the District. The Charter School shall use the information compiled in its performance reports and its SARC to evaluate and improve upon its educational programming as necessary.

Methods For Measuring Student Academic Progress

To ensure AVPA's primary goal of increased academic achievement for all students is met, student achievement data from standardized assessments is disaggregated annually by sub-groups, including ethnicity, English Learners, socioeconomically disadvantaged students, and students with disabilities. This disaggregation allows for a clear understanding of the academic performance of each group, ensuring equity and targeted interventions where necessary.

In alignment with best practices, teachers engage in ongoing analysis of both internal and external assessments. This includes teacher-created assessments, publisher-provided tools, and online assessments. During weekly collaborative planning, AVPA teachers analyze this data to identify individual student needs, program strengths, and instructional gaps, ensuring instruction is continuously adapted to meet the diverse needs of the students. In addition, benchmark assessments are reviewed during scheduled professional development days, fostering a culture of continuous improvement.

AVPA employs a variety of assessments to measure individual student progress toward mastery of state content standards and curriculum objectives. Students participate in formal assessments which provide valuable data on growth and achievement. Teachers use rubrics and checklists

from curriculum programs and online resources to track student progress and inform instructional decisions.

Equally important are formative assessments, such as teacher observations, student work samples, project-based rubrics, and ongoing feedback through classroom activities. As students develop the ability to produce more independent work, these are continually evaluated to assess understanding and guide instruction.

AVPA Student Assessments

Assessment	Purpose/ Expectations	Grade	Frequency
Initial ELPAC (Alternative option available where applicable for SWD)	The Initial ELPAC is used to identify students as either an English Learner or Fluent in English. Students are identified as either scoring initially fluent in English (IFEP) or an English Learner	K-6th	First 30 days of enrollment in a California Public School
Summative ELPAC (Alternative option available where applicable for SWD)	The Summative ELPAC measures how well English Learners progress towards English Fluency in 4 domains-Writing, Reading, Speaking, and Listening. The results are used as one criterion to determine if the student is ready to be reclassified as fluent English Proficient to help inform proper educational placement and to report progress for accountability. (See the English Learner section for more information)	K-6th	Once a year
CAASPP/CAA	State criterion-based assessment in ELA and math based on the CCSS.	3rd-6th	Once a year in Spring
CAST	State criterion-based assessment in science is based on the NGSS.	5th	Once a year in Spring
SBAC Interim Assessment Blocks	State criterion based on CCSS and NGSS standards as a guide for instructional needs. Students are assessed to understand their learning needs. Teachers utilize this data to inform instructional needs.	3rd-6th	Various times throughout the year, based on the curriculum
Curriculum designed assessments	To assess mastery of the unit/lesson content. Teachers utilize this data to address learning needs and inform instruction	TK-6th	Various times throughout the year, based on the curriculum

Exit tickets, quizzes, writing rubrics, performance task rubrics	To measure mastery across all courses/subjects. Teachers utilize this data to address learning needs and inform instruction	TK-6th	Various times throughout the year, based on the curriculum
i-Ready diagnostics	Nationally norm-referenced assessments in ELA and MATH. Teachers utilize this data to address learning needs and inform instruction.	K-6th	Three times a year. (Fall, Winter, Spring)
PFT	State criterion-based assessment in Physical Fitness. Students demonstrate levels of health-related fitness.	5th	Once a year (Spring)

Data-Driven Instruction

AVPA has a longstanding commitment to data-driven instruction. The Charter School currently utilizes Infinite Campus and Parsec Education to gather and analyze comprehensive student achievement data, which is then used to inform instructional decisions and optimize learning outcomes. This data-driven approach allows AVPA to continuously refine its curriculum, ensuring instruction is tailored to meet the diverse needs of its students. Through careful analysis, AVPA can identify patterns, address learning gaps, and allocate resources effectively, fostering a personalized and equitable learning environment where every student has the opportunity to thrive.

Principal Support

The principal plays a crucial role in fostering a data-driven culture at AVPA. They will continue to do this by:

- **Create a Data-Driven Environment:** Establish a school-wide culture where data is valued and used to inform decision-making.
- **Provide Professional Development:** Offer ongoing training and support to teachers on data analysis, interpretation, and application.
- **Facilitate Collaboration:** Encourage teachers to collaborate to analyze data and develop effective instructional strategies during protected time set aside each month.
- **Monitor Progress:** Regularly review data to ensure that students are making progress and that equity gaps are being addressed.

Teacher-Led Data Analysis and Action Planning

AVPA teachers are empowered to use data to inform their instructional practices. They will continue to:

- **Analyze Data Regularly:** Review student data at least monthly to identify areas of strength and need.
- **Set Clear Goals:** Establish specific, measurable, achievable, relevant, and time-bound ("SMART") learning goals for students based on data analysis.
- **Differentiate Instruction:** Tailor instruction to meet the diverse needs of students, using data to identify appropriate strategies and resources.
- **Use Formative Assessment:** Employ frequent formative assessments to monitor student progress and adjust instruction as needed.
- **Collaborate with Colleagues:** Work with other teachers to share best practices and develop effective interventions on a regular basis.
- **Involve Parents:** Communicate regularly via Parent Square with parents about student progress and involve them in the data-driven process.

AVPA prioritizes open communication and transparency regarding student academic performance. Parents will have access to real-time data on their child's progress through the Infinite Campus portal. This includes information on academic achievement, attendance, and other relevant metrics. Furthermore, AVPA will annually publish its SARC on its website, providing a comprehensive overview of the Charter School's academic performance and achievements.

Progress Reports/Grading

AVPA provides parents and guardians with regular updates on their child's academic progress. The Charter School distributes progress reports four times annually, including two interim reports and two (2) semester report cards. AVPA's grading system is designed to accurately reflect student achievement across multiple forms of evaluation, including classwork, homework, assessments, and special projects.

ELEMENT D: GOVERNANCE STRUCTURE

> *"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code Section 47605(c)(5)(D).*

Overview

Aspen Public Schools is focused on the promise of equal educational opportunity for all children, which will in turn transform the Fresno community by developing exceptional young people and leaders. Aspen Valley Prep Academy, operated by Aspen Public Schools, strives to enable every student to succeed at the highest levels.

The governance structure of the Charter School and of APS, a California Nonprofit Public Benefit Corporation, has the following components:

Aspen Public Schools
- Board of Directors
- Executive Director ("ED")

Aspen Valley Prep Academy
- Principal
- Parent Advisory Committee
- Parent Leadership Team
- English Learner Advisory Committee

The Organizational Charts for Aspen Public Schools and Aspen Valley Prep Academy are included in the Appendix.

Organizational Leadership

AVPA is operated and governed by an accomplished team of experts in educational leadership and classroom instruction who collectively have the knowledge and expertise to ensure the Charter School meets the mission and conditions of this charter renewal petition over the next five year term.

Non-Profit Public Benefit Corporation

AVPA is a direct funded independent charter school, operated by the Board of Directors of Aspen Public Schools, Incorporated ("Board"), a California non-profit public benefit corporation with designation as a 501(c)(3) tax-exempt organization by the Internal Revenue Service. Aspen Public Schools is governed pursuant to the corporate bylaws adopted by the Board, which are consistent with the terms of this Petition, the Charter Schools Act, and all other applicable laws. APS has

adopted a Conflict of Interest Code that complies with Government Code Section 1090 *et seq*. as set forth in Education Code Section 47604.1, the Political Reform Act, and Corporations Code conflict of interest rules and which shall be updated with any charter school-specific conflict of interest laws or regulations. All eligible filers will file the Form 700 annually. The Board shall comply with the California Public Records Act.

AVPA operates autonomously from the District, except for supervisory oversight as required by statute and other contracted services negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of Aspen Valley Prep Academy, nor will the District be liable for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Aspen Public Schools' Articles of Incorporation and Corporate Bylaws ("Bylaws") are included in the Appendix.

Board of Directors

The Board shall be ultimately responsible for the operation and activities of AVPA. The primary methods for executing Board responsibilities are to create, adopt and monitor a long-term strategic plan and associated budget, and to employ and evaluate the Executive Director.

Board Composition, Appointment, and Term

The Board of Directors is currently composed of no less than five (5) and no more than seven (7) directors, as outlined in the Bylaws. Currently, no persons serving on the Board may be interested persons, including but not limited to employees of Aspen Valley Preparatory Academy. All directors shall have full voting rights, including any representative appointed by the District, as consistent with Education Code Section 47604(c). If the District appoints a representative to serve on the Board of Directors, the corporation may appoint an additional director to ensure an odd number of Board members. Although not required, the Board strives to create an odd number of directors for voting purposes.

By its Bylaws, the Board appoints new directors upon the resignation or removal of any director. All directors, except for the representative appointed by the District, shall be designated by the existing Board.

Each director holds office unless otherwise removed from office by the bylaws for a two (2) year term and until a successor director has been elected. Directors may serve consecutive terms on mutual agreement of the director and the Board.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student

member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Board Recruitment & Selection

In recognition of the need for diverse voices and expertise on the Board, there is a consistent attempt to recruit directors to ensure sound oversight of the fiscal, operational, and instructional practices of the Charter School, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether they fit the stated needs of the Board.

Threshold screening criteria for prospective directors includes demonstrating an understanding of APS' mission and vision and a strong commitment to serving its students. Other relevant criteria for selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and actively oversee AVPA and other APS charter schools and programs.

Board Professional Development

New directors undergo an initial orientation covering their responsibilities as directors and effective charter school oversight. The Board seeks appropriate training and other resources for continuous performance improvement as an entire Board and individually. Such training includes full-board training sessions with experts familiar with charter school governance, ethics, finance, conflict of interest, the Brown Act and more. Members attend charter school conferences with staff when possible. These trainings, along with Board policies and internal controls, are designed to prevent fraud, embezzlement, and conflict of interest issues.

Board Meetings

The Board typically meets monthly (except during the summer) and in accordance with the Brown Act and Education Code Section 47604.1(c). Additional meetings are called as necessary and comply with all of the provisions of the Brown Act and Education Code Section 47604.1(c). At an annual meeting, the Board sets the calendar for upcoming Board meetings for the year and publishes the schedule on the APS website. Agendas for regular meetings are physically posted at the Charter School and on the Charter School's website for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings are posted in the same manner at least 24 hours before the meeting.

Board Authority

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 Petition or the purposes for which charter schools are established.

Board Delegation

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 APS or the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report (if any), 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 being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation
- Require an affirmative vote of a majority of Board members present provided there is a quorum in attendance.

Decisions of the Board are by majority vote. As consistent with the requirements of the Corporations Code Section 5211(a)(8), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board.

In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries of APS, all votes are taken by roll call, and other prescribed requirements for teleconference participation are followed, as detailed in the Bylaws, Brown Act, Education Code Section 47604.1., and Government Code Section 54953.

Board Committees

The Board may, in its discretion, form committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure the Charter School achieves its mission and goals. These committees may include, but are not limited to, a Finance Committee, Personnel Committee and Nominating Committee. Other than “advisory” committees, committee meetings are held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board shall be by majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

Board Responsibilities

The Board of Directors is fully responsible for the operation and fiscal affairs of Aspen Valley Prep Academy, currently including but not limited to the following:

- Hire, supervise, evaluate, discipline, and dismiss the APS Executive Director
- Approve contractual agreements in excess of $10,000.00
- Approve and monitor the implementation of general policies including effective human resource policies for career growth and staff compensation
- Approve and monitor the annual budget, budget revisions, and monthly cash flow statements
- Act as a fiscal agent, including but not limited to the receipt of funds for the operation of AVPA in accordance with applicable laws and the receipt of grants and donations consistent with AVPA's mission
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Establish operational committees as needed
- 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
- Recruit and appoint new Board members and provide orientation training.
- Evaluate AVPA's effectiveness by monitoring student performance on the basis of measurable outcomes
- Ensure the SARC and LCAP are prepared annually
- Participate in the dispute resolution procedure and complaint procedures when necessary
- Accept the annual independent fiscal audit
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with, inconsistent with, or preempted by any law, and which are not in conflict with the purposes for which the Charter School was established.

Executive Director

The Executive Director serves as the operational and educational leader and chief executive officer of Aspen Public Schools and Aspen Valley Prep Academy. The Executive Director is responsible for the direction of the Charter School and of Aspen Public Schools' relationships with stakeholders (e.g. community members, parents, students, staff, donors, District, etc.), and leadership of APS' development efforts.

The Executive Director shall perform assigned tasks as directed by the Board of Directors. These tasks may include, but are not limited to, the following:

- Ensure AVPA strives to achieve its mission
- Guide AVPA toward the fulfillment of its vision and future goals
- Communicate with and report to the Board
- Oversee implementation of organizational policies established by the Board
- Oversee all corporate finances, including those of AVPA and Aspen Public Schools, and take actions to ensure financial stability and accurate financial records
- Oversee employee hiring, promotion, discipline, and/or dismissal
- Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables
- Promote AVPA and APS in the community, encourage positive public relations, and interact effectively with media
- Take an active role in fundraising and grant writing
- Ensure compliance with all applicable state and federal laws
- Complete and submit required documents as requested or required by the Petition and/or Board and/or the District;
- Attend District administrative meetings as requested by the District and maintain contact with the District as needed
- Present the independent fiscal audit to the Boards, and, after review by the Board of Directors, send the audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education

The above duties may be delegated or contracted as approved by the Board to another appropriate employee or third-party provider.

Parent/Guardian Engagement

Family and guardian engagement is essential to the success and overall quality of AVPA. All families, guardians, and parents are encouraged to actively participate in their student's education, however there are no mandatory requirements.

AVPA maintains a comprehensive list of volunteer opportunities, which includes:

- Assisting in the classroom
- Playground supervision before and after school and during recess
- Joining the Parent Lighthouse Team
- Participating in Lighthouse Team leadership roles
- Supporting school festivals, jog-a-thons, and/or multicultural events
- Assisting with enrichment classes
- Hospitality (hosting visiting teachers or speakers)
- Serving as a "Class Parent"
- Contributing as a member of the Board of Directors
- Coordinating and chaperoning field trips
- Helping with sets, costumes, and rehearsals for annual class plays
- Assisting with fundraisers

- Volunteering in the office
- Participating in Parenting Partners Workshops

No student will be excluded from school activities due to the participation status of their family or legal guardian.

To ensure effective communication between home and school, AVPA uses various tools such as the school website, social media, newsletters, ParentSquare, monthly meetings with school administrators, family nights, and parent training sessions.

Parental Involvement in Governance

Three key committees play a vital role in shaping the Charter School's community:

1. **English Learner Advisory Committee ("ELAC")**: This group focuses on the needs of English Learners and advises the Charter School on programs and services for English Language Development. The ELAC ensures families of English Learners are represented and involved in decision-making processes, promoting an inclusive environment for all students.
2. **Parent Advisory Committee ("PAC"):** The PAC advocates for students and provides feedback on policies, programs, and initiatives, including the LCAP. They also serve as a bridge between families and administration, ensuring parents and guardians have a voice in shaping their children's education and the school community.
3. **Community Schools Advisory Committee:** This committee is dedicated to integrating community resources into the Charter School, enhancing student support services, and fostering partnerships that strengthen the school environment. By focusing on the whole child, the committee ensures the Charter School offers comprehensive support for academic, social, and emotional development.

ELEMENT E – EMPLOYEE QUALIFICATIONS

> *"The qualifications to be met by individuals to be employed by the charter school." Education Code Section 47605(c)(5)(E).*

All employees shall be employees of Aspen Public Schools, Incorporated, an equal employment opportunity employer. APS is and shall continue to be non-sectarian in its employment practices and all other operations. APS shall not discriminate against any individual (employee or student) on the basis of any of the characteristics listed in Education Code Section 220 (race or ethnicity, nationality, religion, gender, gender expression, gender identity, sexual orientation, actual or perceived disability, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.)

Employees' job duties and work basis are negotiated in individual employment agreements, and general job descriptions have been and will be developed for each staff position in alignment with this Petition. AVPA is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the Charter School.

AVPA is a school of choice, and no employee will be required to work at AVPA or any other school operated by Aspen Public Schools, Incorporated.

The Charter School actively recruits credentialed teachers to minimize the use of teachers holding emergency credentials.

APS complies with all state and federal laws concerning the maintenance and disclosure of employee records. APS complies with all applicable state and federal mandates and legal guidelines relative to the ESEA.

Staff Recruitment

Faculty is recruited through various communication channels, including local newspapers, education networking websites (CCSA, EdJoin, etc.), the Charter School's website, career fairs, local universities, and word-of-mouth referrals. AVPA and APS engage in a thorough review of the qualifications of candidates that apply for employment at the Charter School. The principal, with support from APS, reviews applications to determine which candidates will be interviewed for positions. The Executive Director, CAO, and principal bear primary responsibility for all teacher hiring. Teachers and students are asked to participate in interviewing candidates. Candidates for teaching positions are interviewed and, in most cases, asked to teach a lesson to a classroom of students and return for a second round of interviews.

All employees are expected to possess the personal characteristics, skills, knowledge and experience required by their job description as determined by the Charter School. All employees

must comply with the AVPA' employee policies and procedures (to include, but not limited to, fingerprints, criminal record clearance, proof of identity, right to work in the United States, and tuberculosis screening).

Teacher Recruitment

Following the screening of applicants and interviews, AVPA contacts references, reviews letters of recommendation, and notifies each candidate of their status once a decision is made. Candidates who are offered employment receive a written offer of employment. In addition, AVPA verifies the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses the required credential subject authorization to teach the subject that they are being hired to teach. Before any teacher is permitted to work, all appropriate background, health (e.g., TB testing) and other requirements must be met.

AVPA makes every effort to recruit teachers who are committed to the vision and mission of the Charter School. Job postings for teachers on Edjoin website clearly state the education philosophy and teaching pedagogy that are supported by AVPA so teachers who are ultimately selected for employment possess the desire, capacity and dedication to work successfully at AVPA. To attract and retain outstanding teachers, AVPA provides:

- competitive salaries;
- fall break
- a challenging, rewarding and professional work environment;
- robust professional development; with early release for PD on Friday
- support and collaboration from colleagues and administration; and,
- the opportunity to participate in innovation, creativity and research within a model school program.

Key Administrative Positions

Executive Director

The Executive Director of APS is responsible for the effective operation and the general administration of all instructional, business, or other operations of APS. The Executive Director administers and supervises the Charter School's employees, leads development of educational program improvement, fosters a culture of positive, engaged learners, and serves as a strong advocate for the Charter School's core values—including developmental philosophy and parental involvement.

The Executive Director works closely with the CAO to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. The Executive Director ensures the Charter School program provides all students with core academics (i.e. reading and writing, math, social studies and science) and that students receive academic

enrichment, including arts, music, and P.E. The Executive Director also works collaboratively with APS and AVPA staff, and the Board, to provide consistent and effective leadership.

Qualifications

- Master's degree or higher is required.
- At least seven years (10+ preferred) or more of broad, varied and increasingly responsible experience with budgeting, information technology, personnel management, and organizational procedures.
- Demonstrated track record in a senior management position with a high-performing charter school or charter school network is desirable.
- Charter school and/or school district leadership experience desirable.
- Strong judgment and instincts around politics and policy, relationship building and partnerships, and balancing school accountability with technical support and assistance.
- Ability to build and maintain an effective organization committed to a common goal.
- Awareness of principles, methods, and procedures related to charter school operations, information technology and data management, budgeting and accounting.
- Awareness of laws, policies, and regulations pertaining to charter school operations and performance.
- Awareness of best practices in charter school authorizing.
- Ability to negotiate effectively.
- Establish and maintain cooperative/collaborative relationships with all schools and partners.
- Deal effectively and graciously with situations requiring tact and judgment.
- Lead a high-performing organization including high levels of employee satisfaction and team health.

Chief Academic Officer

The Chief Academic Officer ("CAO") is an inspiring leader and communicator with substantial educational experience in charter, public, or private school settings. Reporting to the Executive Director, the CAO is responsible for the development, alignment, and academic excellence of instructional programs. The CAO supervises and supports the principals and oversees the curriculum. In addition, some instructional support staff will report directly to the CAO. The CAO provides leadership, vision, and strategic direction for curriculum, instruction, assessment, and school improvement initiatives, overseeing professional development.

Qualifications

- Master's degree in Education, Education Administration, administrative credential
- At least 7 years of professional experience (10+ preferred), with at least 3 years experience as a school leader with a proven track-record of success; charter school and/or district-level leadership position experience preferred.
- Demonstrated experience in effectively solving challenging problems through a positive,

collaborative approach required.
- Demonstrated experience in the design, implementation, or management of curriculum, instructional practices, and teacher development required.
- Demonstrated success leading strategic educational initiatives that result in measurable improvements in student achievement required.
- Detailed knowledge of the CCSS, instructional technology, and innovative teaching practices preferred.
- Experience and knowledge of budget preparation and management in alignment with strategic priorities preferred.
- Demonstrated experience collaborating to develop and deliver new curriculum to meet academic goals preferred.

Chief Student Services Officer

The Chief Student Services Offer is responsible for implementing, facilitating, evaluating, and maintaining programs that support students, families, and the school community within educational settings, including Special Education, Mental Health, and the Health Department. This position is also responsible for overseeing services that conform to state and federal objectives and laws, serving as a resource to families, school personnel, and the Board, and maintaining adequate staffing to ensure programs and services are met.

Qualifications

- Master's Degree in a related field.
- Collaborates effectively with APS staff, families, and the community to plan, develop, implement, maintain, and evaluate educational services and/or programs.
- Implements conflict resolution skills in a variety of situations with staff and families.
- Sets staffing levels for school special education programs, mental health, and health services to provide services with fiscal efficiency.
- Knowledge regarding developing special education issues, changes in the laws and case law, and educational methods for students with disabilities.
- Minimum of five years experience working directly with students.
- Administration experience preferred.

Chief Operating Officer

The Chief Operating Officer at Aspen Public Schools is responsible for overseeing a wide range of operational functions to ensure smooth and compliant operations across the school network. The most important duties include:

- Managing essential services: Overseeing food services (including the National School Lunch Program), IT management (including vendor oversight and inventory), facilities management, and school safety plans.

- Team leadership: Supervising the Maintenance Director, Nutrition Coordinator, School Resource Officers, and key vendors such as the CALPADs Data Analyst.
- Compliance and policy implementation: Collaborating with the Executive Director and other key education partners to develop and enforce operational policies that ensure compliance and improve organizational efficiency.
- Budget preparation: Assisting with the annual preparation of budgets for facilities, IT, health, and security.
- Education Partner collaboration: Working with the Board of Directors, school leadership, and various stakeholders for strategic planning, audits, and organizational growth.

Qualifications

- Education: Master's degree in Business Management, Public Administration, Non-profit Management, or a related field.
- Experience: A minimum of 5 years of professional work experience with proven success in business or nonprofit management.
- Team Management: Demonstrated experience in successfully managing a team of professional staff members.
- Communication and Problem-solving: Exceptional communication skills and the ability to design and implement solutions for complex problems involving multiple stakeholder groups.
- Change Management: Flexibility and comfort working in change management environments.
- Organizational Skills: Excellent organizational skills, with the ability to coordinate multiple tasks and activities.

Chief Business Officer

The Chief Business Officer is responsible for the organization and administration of financial and business affairs of APS and the individual schools, each of which is their own LEA. This support includes payroll, purchasing, budget, investment and risk management, bond management and school safety. The Chief Business Officer also assists with personnel management, and strategic planning.

Qualifications

- Combination of Education and experiences equivalent to a Master’s degree in Business administration, accounting, and finance or a related field
- Minimum of five years of increasingly responsible experience in business, financial management, and accounting experience, preferably within an educational setting, including supervisory responsibilities
- Successful experience in planning, organizing and directing a broad management program, with leadership in and responsibility for multiple departments, such as risk management, accounting, budgeting, and purchasing.

- School district revenue, expenditure and financing laws, regulations and procedures
- Education, Government and California Administrative codes
- Knowledge of law, rules and guidelines affecting the administration of a public school business services
- Knowledge of labor regulations and HR practices, policies and procedures
- Strong leadership and managerial skills to oversee the HR department and work with all employees within the organization

Principal/Vice Principal

Qualifications:

- Bachelor's degree required, master's degree preferred
- Valid California Teacher Credential
- Administrative credential (Principal/Required, Vice Principal/Preferred)
- At least four years of teaching experience
- Proven track record of instructional leadership and academic excellence, including English Learners and those with special needs
- Educational vision for and experience with low-income and/or minority children
- Willingness to continue established educational programs and investigate new research-based successful practices
- Demonstrated ability in helping teachers become skilled practitioners
- Proven track record in collaboration, teamwork and achievement results
- Excellent communication skills, especially with students and parents
- Extremely high standards for student leadership and achievement
- Relentlessness - doing whatever it takes to ensure success
- Team player and collaborator
- Belief in the Aspen Public Schools mission and educational model
- Maturity, humility, strong work ethic, sense of humor, and "get it done" attitude
- Ability to work with students and staff and to motivate and engage them in a positive

Instructional Staff

Teacher Qualifications

Pursuant to Education Code Section 47605(l)(1), teachers in the Charter School will be required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the District. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. The Board may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as a governing board of a school district. The Charter School shall have authority to request an emergency permit or a waiver from the Commission on Teacher

Credentialing for individuals in the same manner as a school district.

Additionally, teachers assigned to a TK classroom will have been issued the CTC certificate, permit, or other document required for their certificated assignment, and shall have, by August 1, 2025, one of the following:

- At least 24 units in early childhood education, or childhood development, or both.
- As determined by the local educational agency employing the teacher, professional experience in a classroom setting with preschool age children comparable to the 24 units of education described in bullet (1).
- A child development teacher permit or an early childhood education specialist credential, issued by the CTC

Additional qualifications include:

- Bachelor's degree
- The Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment.
- Commitment to the Charter School's philosophy, vision, and mission
- Teaching experience at the K-8 level preferred

Intervention Specialists

As discussed in **Element 1**, Aspen Valley Prep Academy employs Intervention Specialists to administer the academic intervention programs.

Qualifications

- Bachelor's Degree; Master's Degree Preferred
- The Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment
- Two or more years' classroom experience in an urban setting teaching special education preferred
- Professional development presentation experienced preferred
- Prior training in curriculum development and proficiency in content-area curriculum and instructional strategies preferred
- Demonstrated ability to work collaboratively and successfully

Aides/Paraprofessionals

Aspen Valley Prep Academy employs non-certificated instructional support staff in the form of instructional aides and instructors of enrichment/non-core subjects. These staff members have an appropriate mix of subject matter expertise, professional experience, or demonstrated

capacity to work successfully in the designated capacity. They do not assign grades or approve student work assignments.

Qualifications

- Documentation of High School Graduation and post-secondary units hold an associate degree from a recognized college or university or have completed 2 years of college with a minimum of 60 semester units (90 quarter units) from a recognized college or university)
- Candidates for teaching profession are preferred
- Demonstrated competency in mathematics and language arts as evidenced by transcripts or completion of a basic skills assessment
- Strong interpersonal, oral and written communication skills
- Demonstrated commitment to the Aspen Valley Prep Academy vision and mission
- Meet all requirements needed for compliance with federal and state regulations

Non-Instructional Staff

Office Manager

Qualifications:

- Bachelor's degree required or a minimum of three years in operations, facility management, human resources, information technology, or accounting
- Experience in program development, counseling, and other administrative duties in the middle/high school setting is a plus
- Evidence of successful track record
- Flexibility and willingness to participate in projects outside articulated responsibilities

Qualifications for Administrative Support Positions

- High school diploma, some college credits earned/BA degree preferred
- Must be organized, creative, independent and self-motivated, enthusiastic, dependable, detail-oriented, flexible in scheduling and prioritization and driven by excellence
- Must possess good communication skills to present facts and recommendations effectively in oral and written form, including accurate grammar and business correspondence knowledge
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping and data collection systems
- Interpersonal skills to establish and maintain effective relationships; demonstrated ability to communicate in situations requiring tact and poise; skilled in confidentiality and discretion
- Must be able to adjust tasks and focus with composure, and in accordance with changing deadlines and priorities

ELEMENT F – HEALTH AND SAFETY POLICIES AND PROCEDURES

> *"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*
> *(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
> *(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*
> *(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." Education Code Section 47605()c(5)(F).*

AVPA has implemented full health and safety procedures and risk management policies in consultation with insurance carriers and risk management experts. Health and safety policies are updated, reviewed and distributed to all staff and families annually. AVPA ensures staff are trained annually on all health and safety policies. These policies and procedures are incorporated as appropriate into the Charter School's staff development efforts, student and staff handbooks, and policies of the Board. Employees are trained as needed and as legally required.

The following is a summary of the health and safety policies of AVPA.

Procedures for Background Checks

Employees and contractors of AVPA will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code sections 44237 and 45125.1. AVPA will comply with all applicable state and federal laws regarding background checks and clearance of all personnel. All applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. AVPA shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony, except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Volunteers or contractors who will have direct contact with students outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to contact with students without the direct supervision of a credentialed employee.

Employee Records

The Charter School complies with all applicable state and federal laws concerning the maintenance and disclosure of employee records.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

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

A copy of these policies shall be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired.

Role of Staff as Mandated Child Abuse Reporters

All AVPA employees are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. AVPA provides all employees, and other persons working on behalf of AVPA who are mandated reporters, with annual mandated reporter training, in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and, if necessary, examined for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Health Screenings

All students are screened for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school pursuant to Education Code Section 49450 *et seq*., as applicable to the grade levels served by the Charter School. AVPA maintains student immunization, health examination, and health screening records on file.

Immunizations

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

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

AVPA adheres to Education Code Section 49423 regarding administration of medication in school. AVPA stocks and maintains the required number and type of emergency epinephrine auto-injectors onsite and provides training to employees and volunteers in the storage and use of the epinephrine auto-injector as required by Education Code Section 49414.

Per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Bloodborne Pathogens

AVPA meets state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board has established a written "Exposure Control Plan" designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other body fluids through injury or accident, students and staff follow the latest medical protocol for disinfecting procedures.

AVPA ensures all staff members receive annual training on the Charter School's health, safety, and emergency procedures, including but not limited to training on blood-borne pathogens.

Drug, Alcohol, and Smoke-Free Environment

AVPA functions as a drug, alcohol, and smoke-free environment.

Diabetes

AVPA shall make type 1 diabetes informational materials accessible to the parent/guardian of a student when the student is first enrolled in elementary school.

Facility Safety

AVPA complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code, including provisions for seismic safety. AVPA holds fire inspections 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. AVPA shall conduct fire drills as required under Education Code Sections 32001.

Suicide Prevention Policy

The Charter School maintains a policy on student suicide prevention in accordance with Education Code Section 215. AVPA shall review, at minimum every fifth year, its policy on student suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), AVPA will also review and update its suicide prevention policy by January 1, 2025, to incorporate best practices identified by the CDE's model policy, as revised. The K-6 Suicide Prevention policy will be age-appropriate and comply with the requirements of Education Code Section 215(a)(2)(A)-(C).

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grade 6 of human trafficking prevention resources.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Mental Health Information

AVPA created and posted a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster

is displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster is prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster is also digitized and appropriately distributed online to students and families through social media, internet websites, portals, and learning platforms at the beginning of each school year.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include the identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(K):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Section 47605
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the Charter School, at an activity sponsored by the Charter School, or on a school bus serving the Charter School

The Charter School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the Charter School Safety Plan shall address and include adaptations for students with disabilities, in compliance with ADA requirements. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding

the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the Charter School Safety Plan to be modified accordingly.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Homicide Threats

AVPA shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

Each school year at the beginning of the first semester, AVPA shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.

Menstrual Products

The Charter School will stock the restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. AVPA shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to Education Code Section 35292.6. This notice shall include the text of section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

Workplace Violence Prevention Plan

As of July 1, 2024, the Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Recess

As of the 2024-25 school year and except where a field trip or other educational program is taking place, if the Charter School provides recess, then pursuant to Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including, but not limited to, providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

ELEMENT G – STUDENT POPULATION BALANCE

> *"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." Education Code Section 47605(c)(5)(G).*

APS is committed to reaching families who are seeking high-quality educational options for their children. AVPA's principal bears primary responsibility for student recruiting and outreach, with support of APS. In recognition of the fact that parents and students are the best ambassadors for AVPA, parents of current and former students at AVPA assist in outreach by word of mouth, including tours and open houses at the Charter School. In addition, as part of its outreach campaign, AVPA is actively targeting families within a five-mile radius. To connect with as many local families as possible, AVPA and APS utilize a comprehensive digital marketing strategy that includes advertisements on a variety of social media platforms and search engines, ensuring messaging is visible where families are most active online. Advertisements are designed to be accessible and engaging, speaking directly to families in both Spanish and English to ensure AVPA is reaching the broadest possible audience.

The campaign emphasizes that APS welcomes all students, including students with disabilities, English Learners, and those who require additional support. By highlighting AVPA's inclusive approach APS aims to show families that AVPA provides an excellent educational environment that meets the diverse needs of its students. Digital marketing materials clearly communicate that AVPA is open to all, focusing on the personalized learning opportunities offered, community-focused values, and commitment to student success.

In addition to digital marketing, AVPA supplements outreach with community engagement, attending local events, and connecting directly with families through door-to-door efforts. This multi-pronged approach ensures even families who may not regularly interact with digital platforms are informed about the opportunities available at Aspen Public Schools. APS and AVPA are proud to be a welcoming, inclusive educational option and look forward to serving more students from our community. AVPA's website is linked to the Aspen Public Schools website and provides extensive information about the Charter School's instructional vision, mission, goals, and values. Interest forms are available online.

Community Partnerships

AVPA will actively participate in community events to promote enrollment, including annual cultural festivals in Fresno, local farmer's markets, and other community gatherings. These partnerships are designed to engage and inform the broader community, with a particular focus on increasing the enrollment of English Learners to better reflect the diversity of the District.

In addition to community outreach, APS explores media coverage opportunities and strategically places advertisements in relevant local outlets. Social media platforms are leveraged through students, parents, and staff posts to create awareness and excitement about AVPA.

To ensure the student population reflects a balance of racial and ethnic backgrounds, special education students, and ELs (including redesignated ELs) residing in the District, AVPA will implement targeted outreach strategies. APS tracks outreach efforts and analyzes data generated from each initiative to guide future actions. AVPA also conducts annual student and parent surveys to assess satisfaction and gather feedback on enhancing the Charter School's multicultural environment and outreach efforts.

ELEMENT H – ADMISSIONS POLICIES AND PROCEDURES

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H)."

Legal Assurances

AVPA will be non-sectarian in its programs, admission policies, and all other operations, and will not charge tuition. AVPA will admit all students residing in California who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. enrollment.

Admission eligibility will not be determined by the place of residence of a student or the student's parent/guardian within the state, except in the case of a public random drawing or as otherwise required by law. If the number of students who wish to attend AVPA exceeds the Charter School's capacity, admission to AVPA, except for existing students, shall be determined by public random drawing in accordance with the admission preferences specified below.

There shall be no admission testing or other evaluation required of any applicant. AVPA shall not charge an application fee, nor shall it charge tuition. AVPA will not require any monetary or other contribution as a condition for application, admission, enrollment, or participation in any of the Charter School's required educational activities. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

AVPA shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including students with disabilities, academically low-achieving students, ELs, neglected or delinquent students, homeless students, or students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or students based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a student currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the student or because the student

exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

AVPA may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admission preferences set forth in this Petition.

AVPA shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission or enrollment, participation in any admission or attendance lottery, or pre-enrollment process, or as a condition of admission or enrollment.

Homeless and Foster Youth

AVPA shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. AVPA shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that AVPA is open to enroll and provide services for all students and provides a standard District contact number for access to additional information regarding enrollment. AVPA shall comply with all applicable provisions of Education Code Sections 48850 – 48859.

Pursuant to Education Code Section 47605(e)(4)(D), AVPA shall post a notice developed by the CDE on AVPA's website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Family Educational Rights and Privacy Act

AVPA, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act ("FERPA") and Education Code section 49060 *et seq.* at all times.

Admission Process and Open Enrollment

AVPA has established an annual recruiting and admissions cycle, which includes reasonable time for all of the following: (1) outreach and marketing; (2) information sessions for students and parents held in English and Spanish at the school site; (3) an application period; (4) a lottery, if necessary; and (5) enrollment. The Charter School may fill vacancies or openings that become available after this process using either a waiting list or any other non-discriminatory process.

AVPA uses a standardized application form required of all prospective students. Included with the application form is an information sheet detailing the educational philosophy and other information about AVPA, along with details about the public random drawing ("lottery") procedures and timing (if necessary), including a statement that parents need not attend the lottery to secure a space for their child. Lottery Applications are typically made available in January and are due by March.

In order to be included in the lottery (if a lottery is necessary), families must submit an application form by the stated deadline that includes the student's name, grade, birthday, and contact information for the family. Application materials are available in English and Spanish. All interested families are required to submit a completed Lottery Application Form directly to the Charter School before the designated time on the date of the annual deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Lottery Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will be added to the wait list in the order the applications are received.

The open application period is advertised in English and Spanish through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the Charter School's website.

Following the open enrollment period, applications are counted to determine if any grade level has received a number of applications that exceed available seats. Existing students are exempt from any lottery and are guaranteed re-enrollment. If the number of students who have applied for any grade exceeds capacity as of the date of the application deadline the Charter School will hold a public random lottery to determine enrollment for the impacted grade level. In the event there are fewer applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent enrollment packets.

Public Random Drawing Procedures

In the event a lottery is necessary, the lottery will be held in a public setting. Public notice will be posted with the date and time of the lottery, in English and in Spanish, at least two weeks prior to the lottery. Public notice for the lottery will be distributed to families who have submitted applications and will be posted at AVPA and on the Charter School's website. Additionally, the date, time, and location of the lottery will be stated in the application and marketing materials. The lottery will take place at AVPA. The lottery will be held after school hours or in the evening. The lottery will be conducted by the Executive Director, or by their designated school employee(s). A representative from FUSD will be invited to attend to ensure the fairness and transparency of the lottery process.

Admissions preference will be given for the following applicants:

(1) Siblings of enrolled students, including foster siblings;
(2) Children of teachers or staff (not exceed 10% of student population).
(3) Children in foster care or who are homeless[1]

[1] "Homeless" will be defined – consistent with federal law -- as: children who are living in a sheltered or transitional temporary housing program, "doubled up" with another family due to economic hardship, or "unsheltered" (car/camp site).

(4) Residents of the District

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv). No other admission preferences are assigned. The Charter School strives to ensure its lottery preferences will not negatively impact the racial, ethnic, and unduplicated balance the Charter School strives to reflect.

Lottery spaces are drawn in order of grade level by the designated lottery official. Grade levels are drawn in ascending order, starting with the lowest applicable grade level. Once a grade level is drawn to capacity, applications continue to be drawn for positions on a waitlist.

There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Students who are not granted enrollment for the next school year remain on the waiting list until the end of the school year for which the lottery was conducted unless otherwise requested by the parent to be taken off. Non-admitted students must reapply for the following year.

Lottery applications, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents are physically filed on campus, and lottery results and waiting lists are readily available in the Charter School's main office for inspection upon request. Each application is kept on file for the academic year with the applicant's assigned lottery number in the Charter School database and on their enrollment application.

Parents are informed of lottery results in writing following the lottery. Each student offered a space is required to complete an enrollment packet within two weeks of receiving the letter indicating that a spot is available for the student. The Charter School will hold an information session after the lottery and before the Confirmation Deadline to supply additional information and to assist families in filling out forms.

The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations
- Home Language Survey
- Completion of Emergency Medical Information Form

- Proof of age requirements, e.g. birth certificate
- Application for Free or Reduced-Price Meal
- Family Handbook
- Release of Records[2]

AVPA staff are available to assist families in completing the enrollment forms. An orientation meeting is held during the enrollment period (between notification and the Confirmation Deadline) to provide parents and students with more information about the Charter School and answer their questions.

Should families not submit their enrollment forms within two weeks after acceptance from a lottery, their acceptance shall be forfeited. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Wait List

The lottery is used to determine applicants' waitlist status. Those who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the waitlist. When an offer occurs during the school year, families are contacted in the order of the waitlist and typically will be given 48 hours to decide whether or not to accept a space at the Charter School. In the event that no such wait list exists where the space is available, the space will be made available to the next interested family at the appropriate grade level. In no circumstance will a waitlist carry over into the following school year.

2 In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

ELEMENT I – FINANCIAL AUDITS

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

Independent Fiscal Audits

Each year, the Board contracts with an independent auditor and oversees the completion of an annual audit of AVPA's financial affairs. The Board is responsible for contracting and overseeing the independent audit. The annual audit is conducted in compliance with Education Code Section 47605(c)(5)(I). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

Audits are conducted in accordance with generally accepted accounting principles applicable to the Charter School and pursuant to applicable sections of the standards and procedures for audits of California K– 12 local educational agencies. To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to be in compliance with the requirements described in the U.S. Office of Management and Budget ("OMB") Circular A-133, audits of states, local governments, and nonprofit organizations. Should OMB Circular A-133 be rescinded, audits of the major federal programs will be conducted in compliance with standards and provisions approved by OMB.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

A copy of the auditor's findings will be forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year, or the required deadline. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, the Executive Director will determine the appropriate corrective action and report the recommendations to the Board. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. The independent fiscal audit is a public record, to be provided to the public upon request.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:
(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information."

Education Code Section 47605(c)(5)(J)

Discipline Policy

AVPA believes students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, AVPA has developed a comprehensive set of student discipline policies which in many respects are consistent with Education Code Section 48900 et seq. AVPA has developed its own specific procedures for student suspension and expulsion. These policies are restorative and are fully detailed in the AVPA Family Handbook. Each family receives a copy of these policies and verifies that they have reviewed them with their children at the time of enrollment or at the beginning of the school year.

The Charter School adheres to the principles of Restorative Justice. All teachers receive extensive training in these practices, and the principal monitors consistent implementation across the Charter School. Restorative Justice is focused on *prevention* of undesired behaviors.

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

The Suspension and Expulsion Policy ("Policy") and procedures have been established to align in most material respects with Education Code Section 48900 *et seq.* AVPA will review policies and procedures surrounding suspensions and expulsions at least once annually and, as necessary, modify the Policy accordingly. The Policy serves as AVPA's policy and procedures for student suspension and expulsion, and may be amended from time to time without the need to amend the Petition so long as the amendments comport with legal requirements.

AVPA staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures are distributed as part of the Family Handbook and 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.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardians right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

Grounds for Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- while on school grounds
- while going to or coming from school
- during the lunch period, whether on or off the school campus
- during, going to, or coming from a school-sponsored activity

Enumerated Offenses

Discretionary Suspension Offenses: Students *may* be suspended when the principal or designee determines the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.
b) Willfully used force or violence upon the person of another, except self-defense.
c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property which includes but is not limited to, electronic files and databases.
g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
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) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l) 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.
m) 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.
n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student 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 student. For purposes of this policy, "hazing" does not include athletic events or school- sanctioned events.
p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to pupils in any of grades 4 to 6, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This section shall apply to pupils in any of grades 4 to 6, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section provision apply to pupils in any of grades 4 to 6, inclusive.

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

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

      i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their 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 their physical or mental health.

      iii. Causing a reasonable student to experience substantial interference with their academic performance.

      iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

   2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

      i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(b) Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.
(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

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

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of

no reasonable use to the student 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

Non-Discretionary Suspension Offenses: Students *must* be suspended and recommended for expulsion when it is determined the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
b) Brandished a knife at another person.
c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq*.
d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Discretionary Expellable Offenses: Students *may* be recommended for expulsion when it is determined the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.
b) Willfully used force or violence upon the person of another, except self-defense.
c) Unlawfully possessed, used or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e) Committed or attempted to commit robbery or extortion.
f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's 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) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l) 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.
m) 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.
n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a student 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 student. For purposes of this section, "hazing" does not include athletic events or school- sanctioned events.
q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "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 their own safety or for their immediate family's safety, or for the protection of school property, school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 6, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to pupils in any of grades 4 to 6, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 6, inclusive.

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

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

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their 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 their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, 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 student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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.

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

v) A student 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 student 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.

w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.

x) Any other serious violation of Aspen Valley Prep Academy's student rules of conduct or behavioral expectations.

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

- Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
- Brandishing a knife at another person.
- Unlawfully sold a controlled substance listed in Health and Safety Code Section

11053 *et seq*.

- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

- 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 "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- 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.

Suspension Procedures

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the principal or designee with the student and their parent/guardian and, whenever practical, the teacher, supervisor or school employee who referred the student to the principal or designee.

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

return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of suspension, the principal 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(s) committed by the student as well as the date the student may return to school following the suspension. 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.

Suspension Time Limits/Recommendations for Placement/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 principal or designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing.

In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student's parents and the student, unless the student's parents and the student fail to attend the conference. This determination will be made by the principal or designee upon either of the following determinations: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the

affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Expulsion Procedures

Authority to Expel

Students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Executive Director or designee as needed. The Administrative Panel shall consist of at least three (3) members and neither a teacher of the student nor a member of the Charter School Board of Directors. Either entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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 principal, or designee, determines that the student has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in a confidential setting (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act).

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian via email or other means at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served. 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. An explanation of 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. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Administrative Panel 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 Board and/or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

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 their right to (a) receive (5) five days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time they testify, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel presiding over the hearing from removing a support person whom the presiding

person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany them to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the 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 their discretion to remove a person from the hearing whom they believe 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. 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 circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

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

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.

Expulsion Decision

The determination of the Administrative Panel shall be in the form of written findings of fact and

a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing, or as soon as practicable. The Board's consideration is not a second hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

Written Notice to Expel

The principal or designee, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or and student's parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School
3. Information about alternative placement options

The principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence and the District. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

No Right to Appeal

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

Expelled Students/Alternative Education

The Charter School will help provide the parent necessary information and a list of placement options. Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within Fresno 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.

Rehabilitation Plans

Students who are expelled from AVPA 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 (1) year from the date of expulsion when the student may reapply to AVPA for readmission.

Readmission or Admission of a Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term, or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the principal or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The principal or designee shall make a recommendation to the Board following the meeting regarding the principal or designee's determination. The student's readmission is also contingent upon AVPA's capacity at the time the student seeks readmission or admission to the Charter School.

Notice to Teachers

AVPA shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

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.

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

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

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

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/guardian, 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/guardians 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/guardian, 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/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
c. Return the child to the placement from which the child was removed, unless the parent/guardian 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/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

The parent/guardian 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/guardian or the Charter School, the student shall remain in

the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k) until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

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

a. Carries or possesses a weapon, as defined in 18 USC Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 USC Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

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

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/guardian 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 that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K – RETIREMENT PROGRAMS

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

Certificated Staff

All certificated employees who are eligible shall participate in the State Teachers' Retirement System ("STRS"); APS coordinates such participation, as appropriate, with the social security system or other reciprocal systems. All withholdings from employees are forwarded to STRS as required. APS shall forward any required payroll deductions and related data to FCOE as required by Education Code Section 47611.3.

All Staff

Currently, all APS employees are eligible to participate in the Aspen Public Schools Inc. 403(b) Plan if they elect to do so.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

> *"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Education Code Section 47605(c)(5)(L).*

No student shall be required to attend Aspen Valley Prep Academy. Students who opt not to attend AVPA may attend other district schools or pursue an inter- or intra-district transfer in accordance with existing enrollment and transfer policies of their district or country of residence.

The parent or guardian of each pupil enrolled in the Charter School shall be informed during enrollment that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT M – EMPLOYEE RETURN RIGHTS

> *"The rights of 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(c)(5)(M).*

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

All employees of AVPA are considered the exclusive employees of APS and not of the District, unless otherwise mutually agreed in writing. Employment by APS provides no rights of employment at any other entity, including any rights in the case of closure of AVPA.

ELEMENT N – DISPUTE RESOLUTION

> *"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." Education Code Section 47605(c)(5)(N).*

The Charter School and the District will be encouraged to attempt to resolve any disputes 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 Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (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 Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

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

Nothing in this Petition restricts the District's ability to initiate revocation proceedings in accordance with Education Code section 47607 and Title 5, California Code of Regulations sections 11968.5.2 and 11968.5.3.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations.

Aspen Valley Prep Academy has adopted a Uniform Complaint Procedure and has provided the District with information regarding this procedure. The District, as part of its oversight responsibilities, will be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.
The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

ELEMENT O: CHARTER SCHOOL CLOSURE

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

The following procedures shall apply in the event AVPA closes. The following procedures apply regardless of the reason for closure.

Closure of AVPA will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person, which will be the Executive Director or designee to be responsible for closure-related activities. The Charter School will promptly notify parents and students of the Charter School, the District, the Fresno County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

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

The Charter School will also develop a list of students in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it 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, 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 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 nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. 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 the Appendix, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

Financial Planning, Reporting & Accountability

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

Budget and Financial Plan

Aspen Public Schools will ensure that it operates using a sound financial model. The financial projections are included in the appendix and outline all key assumptions of funding and expenditures. APS maintains Board-approved fiscal control policies and procedures for the operation of APS and Aspen Valley Prep Academy School.
Aspen Valley Prep Academy shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year.
- By July 1, an annual update required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the authorizer, County, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Insurance

Aspen Public Schools, Inc. maintains commercial general liability, workers compensation, and other necessary insurance of the types and in the amounts and types required for an enterprise of its size and nature for the operation of the Charter School and subject to the terms approved by the Board. The District is named as an additional insured on all policies of the Charter School.

Throughout the life of this Petition, APS shall pay for and maintain in full force and effect insurance policies issued by an insurance company or companies admitted by the California Insurance Commissioner to do business in the State of California and rated not less than *A-/VII* by A.M. Best Insurance Rating Guide, or in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage.

APS will submit documentation of adequate insurance coverage, including liability insurance, to the District on a schedule mutually agreed upon with the District, and at any other time that a policy of insurance and/or memorandum of coverage is changed or a request is made by the District for such documents.

Aspen Valley Prep Academy agrees to indemnify, defend, and hold harmless the District for the actions of Aspen Valley Prep Academy and its governing nonprofit public benefit corporation under this Petition, to the fullest extent permitted by law and in a manner consistent with the District's risk management policies. Pursuant to Education Code Section 47604(d), 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.

Impact on the Charter Authorizer

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

Potential Civil Liability Effects

Intent

This statement is intended to fulfill the terms of Education Code Section 47605(h) and provides information regarding the proposed operation and potential effects of Aspen Valley Prep Academy on Fresno Unified School District.

Civil Liability

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

Pursuant to the Education Code Section 47604(d), 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. Aspen Valley Prep Academy 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 Aspen.

The corporate bylaws of Aspen Public Schools, Inc. shall provide for indemnification of the Charter School's Board, officers, agents, and employees. The Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, the District shall be named an additional insured on the general liability insurance that APS maintains for the operation of Aspen Valley Prep Academy.

The Board will maintain and implement appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Facilities

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

APS operates three charter schools within the geographic jurisdiction of Fresno Unified School District. Aspen Valley Prep Academy is located in a private facility at the following address: 4221 North Hughes Avenue, Fresno, CA 93705. The current lease is included in the Appendix.

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

With the exception of services performed by the District in providing oversight to Aspen Valley Prep Academy as defined by Education Code Section 47604.32, all charter-requested services from the District will be on a fee-for-service basis. Fresno Unified School District may charge for the actual cost of supervisory oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). Fresno Unified School District will invoice Aspen Public Schools, Inc. for the cost of general oversight and for any additional services on a quarterly basis.

All administrative services will be completed by APS employees or through contracted agreements with qualified outside agencies. The Charter School may opt to contract with Fresno Unified School District for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. Whether to provide such services upon request shall be in the Fresno Unified School District's sole discretion. The Fresno Unified School District may charge for the actual cost of supervisory oversight of the

Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613).

STUDENTS WITH DISABILITIES - DUPLICATED INFORMATION

Per District request, information regarding students with disabilities located in Element A is duplicated here.

AVPA shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504, the ADA and the IDEA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR"). Teachers implement a wide range of accommodations or modifications for students with disabilities. All teachers receive ongoing professional development regarding special education policies, strategies for working with students with disabilities, and inclusive practices that support students with diverse learning styles and abilities. Furthermore, AVPA complies with all California laws pertaining to special education students.

To the maximum extent appropriate, all students with disabilities are integrated into the AVPA programs, with the necessary materials, services, and assistive/adaptive technology to support their learning. AVPA ensures any student with a disability is properly identified, assessed and provided with necessary services and supports. AVPA meets all the requirements mandated within a student's IEP. No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them.

SELPA Membership

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). AVPA is a member of the El Dorado Charter SELPA and works in cooperation with all local and state agencies to ensure that a free, appropriate public education ("FAPE") is provided to all students with exceptional needs. AVPA complies with all regulatory special education requirements and shall follow SELPA policies as they apply to all SELPA schools for responding to the implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

AVPA assumes full responsibility for the provision of special education and related services to eligible students as an LEA member of the El Dorado County Charter SELPA. As such, state and federal funding shall be allocated directly to the Charter School per the allocation plan of the SELPA. AVPA will assume responsibility for the general education contribution which may be necessary, the provision of special education services to identified students, and shall meet the annual Maintenance of Effort Requirement.

Section 504 of the Rehabilitation Act

AVAP recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of AVPA. A student who has a physical or

mental impairment that substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the principal and shall include the principal (or their designee), parent/guardian, the student if needed, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations.

The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

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

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

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

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

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The principal will ensure teachers include 504 Plans with lesson plans for short-term substitutes and that the teacher reviews the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students Under IDEA

AVPA shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

AVPA will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures and shall utilize SELPA forms to seek out, identify, and serve students who may qualify for special education programs and services, respond to record requests and parent complaints, and maintain the confidentiality of pupil records.

AVPA agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all County obligations under this Agreement or imposed by law.

Staffing

All special education services at the AVPA will be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. AVPA staff will participate in SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, education specialists and paraprofessionals. The Charter School shall ensure that all special education staff hired or contracted by the Charter School are qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, nurse, counselors and psychologists. AVPA reassesses its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Assurances

As required of LEA members within the El Dorado County Charter SELPA, AVPA provides the following assurances:

- Free and Appropriate Public Education - The Charter School will assure that a free and appropriate public education shall be provided to enrolled students, including children with disabilities who have been suspended or expelled from school.
- Child Find - The Charter School will assure all students with disabilities are identified.
- Full Educational Opportunity - The Charter School will assure students with disabilities have access to the full range of programs available to non-disabled students.
- Least Restrictive Environment – The Charter School will assure students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed using supplementary aids, supports and services in the general education setting.
- Individualized Education Program – The Charter School will assure an Individualized Education Program is developed, reviewed, and revised for each child who is eligible.
- Assessments – The Charter School will assure an IEP review shall be conducted on an annual basis at a minimum. In addition, a reassessment shall be conducted at least once every three years, and more often if conditions warrant or if requested by the student's parents or teacher to determine continued eligibility and needs.
- Confidentiality and Procedural Safeguards – The Charter School will assure the confidentiality of identifiable data shall be protected at collection, storage, disclosure, and destruction. In addition, students and their parents shall be provided with safeguards through the identification, evaluation and placement process and provisions for a Free Appropriate Public Education.
- Personnel Standards – The Charter School will assure good faith efforts will be made to attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to eligible students with disabilities.
- State Assessments – The Charter School will assure students with disabilities are included in state assessment programs with appropriate accommodations and modifications when necessary and appropriate.

AVPA meets all the requirements mandated within a student's IEP. The Charter School includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

Child Find

AVPA shall have 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. AVPA will implement 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.

AVPA will follow 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.

Upon the commencement of each school year, all students are evaluated as a means of general class placement. Students may be evaluated from already-available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. Through collaboration between the faculty, parents and school leaders, AVPA works to identify any students who do not currently have an IEP but may be in need of pre-referral interventions. The Intervention Team convenes regularly to review all referred students as well as student data across sub-groups, classrooms and more.

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. The primary internal method for referral for assessment will be the Student Success Team meetings. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing in a timely manner. Any AVPA teacher may also directly refer a student for formal assessment to see if they have a disability.

AVPA may additionally choose to refer a student for services assessment through the provisions of a Section 504 Plan, if appropriate.

Assessment

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess 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 Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the general education program at

the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

Development, Implementation, and Review of IEPs

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

AVPA shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive/adaptive technology.

AVPA ensures that all aspects of the IEP and school site implementation are maintained. Aspen Valley Prep Academy provides modifications and accommodations (as outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEPs are served in the Least Restrictive Environment ("LRE").

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting their needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

Interim and Initial Placements of New Charter School Students

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

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

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Due Process and Procedural Safeguards

Parents or guardians of students with IEPs must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents are acknowledged by the Charter School within five days, after which a meeting between the parent and AVPA is scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School provides the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for

mediation, Aspen Valley Prep Academy participates cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE if they believe that the Charter School or SELPA has violated federal or state laws or regulations governing special education.

CONCLUSION

By approving this charter, the Fresno Unified School District Board of Education will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning.

a) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
b) Encourage the use of different and innovative teaching methods.
c) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
d) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
e) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
f) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

Aspen Public Schools pledges to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal for a five-year term.

Aspen Public Schools, Inc.

ASPEN | VALLEY PREP ACADEMY

Transforming the Community by Developing Exceptional Leaders

Renewal Charter Petition Appendices

For the term of

July 1, 2025 - June 30, 2030

Submission Approved by Aspen Valley Prep Academy's

Board of Directors on September 12, 2024

Submitted to:

Fresno Unified School District

***on* September 17, 2024**

Original Start Date/Charter Term with Fresno USD: 08/23/2004

Aspen Valley Prep

Multi-Year Forecast

Revised 9/06/24

		2024-25 Budget	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast
Books and Supplies						
4100	Textbooks and Core Curricula	30,000	30,858	31,744	32,632	33,546
4302	School Supplies	88,097	90,617	93,218	95,828	98,511
4305	Software	56,804	58,429	60,106	61,789	63,519
4310	Office Expense	48,000	49,373	50,790	52,212	53,674
4311	Business Meals	12,000	12,343	12,697	13,053	13,418
4400	Noncapitalized Equipment	32,250	33,172	34,124	35,080	36,062
4700	Food Services	239,262	246,105	253,168	260,257	267,544
		506,414	520,897	535,847	550,851	566,274
Subagreement Services						
5103	Substitute Teacher	63,224	65,032	66,899	68,772	70,697
5105	Security	38,640	39,745	40,886	42,031	43,207
5106	Other Educational Consultants	266,269	273,884	281,745	289,634	297,743
		368,133	378,662	389,529	400,436	411,648
Operations and Housekeeping						
5201	Auto and Travel	25,000	25,715	26,453	27,194	27,955
5300	Dues & Memberships	12,000	12,343	12,697	13,053	13,418
5400	Insurance	50,000	51,430	52,906	54,387	55,910
5501	Utilities	80,000	82,288	84,650	87,020	89,456
5502	Janitorial Services	105,600	108,620	111,738	114,866	118,082
5900	Communications	36,000	37,030	38,092	39,159	40,255
5901	Postage and Shipping	2,400	2,469	2,539	2,611	2,684
		311,000	319,895	329,076	338,290	347,762
Facilities, Repairs and Other Leases						
5601	Rent	427,515	416,906	359,471	348,137	348,960
5603	Equipment Leases	36,000	37,030	38,092	39,159	40,255
5604	Other Leases	97,508	100,297	103,175	106,064	109,034
5605	Real/Personal Property Taxes	13,000	13,372	13,756	14,141	14,537
5610	Repairs and Maintenance	29,150	29,984	30,844	31,708	32,596
		603,173	597,588	545,339	539,209	545,382
Professional/Consulting Services						
5802	Audit & Taxes	24,000	24,686	25,395	26,106	26,837
5803	Legal	10,000	10,286	10,581	10,877	11,182
5804	Professional Development	84,500	86,917	89,411	91,915	94,488
5805	General Consulting	24,000	24,686	25,395	26,106	26,837
5806	Special Activities/Field Trips	59,630	61,335	63,096	64,862	66,679
5807	Bank Charges	4,000	4,114	4,232	4,351	4,473
5809	Other taxes and fees	6,000	6,172	6,349	6,526	6,709
5810	Payroll Service Fee	12,000	12,343	12,697	13,053	13,418
5811	Management Fee	125,915	129,516	133,233	136,964	140,799
5812	District Oversight Fee	43,924	45,215	46,535	48,071	49,652
		393,968	405,271	416,924	428,832	441,074
Depreciation						
6900	Depreciation Expense	20,038	10,528	10,528	10,528	2,314
		20,038	10,528	10,528	10,528	2,314
Interest						
		-	-	-	-	-
Total Expenses		**$ 6,521,558**	**$ 6,674,070**	**$ 6,794,810**	**$ 6,962,507**	**$ 7,139,161**
Surplus (Deficit)		**$ 248,439**	**$ 209,848**	**$ 274,169**	**$ 317,653**	**$ 211,268**
	Fund Balance, Beginning of Year	$ 3,303,107	$ 3,551,547	$ 3,761,395	$ 4,035,564	$ 4,353,216
	Fund Balance, End of Year	**$ 3,551,547**	**$ 3,761,395**	**$ 4,035,564**	**$ 4,353,216**	**$ 4,564,484**
		54.5%	***56.4%***	***59.4%***	***62.5%***	***63.9%***

Aspen Valley Prep

Multi-Year Forecast

Revised 9/06/24

CHARTER IMPACT

	2024-25 Budget	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast
Assumptions					
LCFF COLA	*1.07%*	*2.93%*	*3.08%*	*3.30%*	*3.29%*
Non-LCFF Revenue COLA	*n/a*	*2.93%*	*3.08%*	*3.30%*	*3.29%*
Expense COLA	*3.10%*	*2.86%*	*2.87%*	*2.80%*	*2.80%*
Enrollment	*330.00*	*330.00*	*330.00*	*330.00*	*330.00*
Average Daily Attendance	*306.90*	*306.90*	*306.90*	*306.90*	*306.90*
Revenues					
State Aid - Revenue Limit					
8011 LCFF State Aid	$ 3,562,532	$ 3,677,865	$ 3,794,833	$ 3,931,937	$ 4,073,045
8012 Education Protection Account	472,156	485,990	500,959	517,490	534,516
8096 In Lieu of Property Taxes	357,664	357,664	357,664	357,664	357,664
	4,392,352	4,521,519	4,653,456	4,807,092	4,965,225
Federal Revenue					
8181 Special Education - Entitlement	55,520	52,800	52,800	52,800	52,800
8220 Federal Child Nutrition	224,293	230,865	237,976	245,829	253,917
8290 Title I, Part A - Basic Low Income	109,864	113,083	116,566	120,413	124,374
8291 Title II, Part A - Teacher Quality	11,783	12,128	12,502	12,914	13,339
8296 Other Federal Revenue	10,000	10,000	10,000	10,000	10,000
	411,460	418,876	429,843	441,956	454,430
Other State Revenue					
8311 State Special Education	274,577	273,281	281,699	290,995	300,568
8520 Child Nutrition	57,192	58,867	60,680	62,683	64,745
8545 School Facilities (SB740)	245,636	252,662	259,913	267,191	274,672
8550 Mandated Cost	6,367	5,783	6,156	6,156	6,156
8560 State Lottery	83,784	86,239	88,895	91,828	94,849
8599 Other State Revenue	1,274,630	1,241,987	1,262,873	1,285,955	1,162,612
	1,942,185	1,918,819	1,960,216	2,004,807	1,903,604
Other Local Revenue					
8689 Other Fees and Contracts	24,000	24,703	25,464	26,304	27,170
	24,000	24,703	25,464	26,304	27,170
Total Revenue	**$ 6,769,998**	**$ 6,883,918**	**$ 7,068,979**	**$ 7,280,159**	**$ 7,350,429**
Expenses					
Certificated Salaries					
1100 Teachers' Salaries	1,341,641	1,380,012	1,419,618	1,459,367	1,500,229
1170 Teachers' Substitute Hours	50,750	52,201	53,700	55,203	56,749
1200 Pupil Support Salaries	378,077	388,890	400,052	411,253	422,768
1300 Administrators' Salaries	317,319	326,394	335,761	345,163	354,827
	2,087,787	2,147,497	2,209,130	2,270,986	2,334,574
Classified Salaries					
2100 Instructional Salaries	337,995	347,662	357,640	367,653	377,948
2200 Support Salaries	390,514	401,683	413,211	424,781	436,675
2300 Classified Administrators' Salaries	147,264	151,476	155,823	160,186	164,671
2400 Clerical and Office Staff Salaries	195,153	200,734	206,495	212,277	218,221
2900 Other Classified Salaries	165,684	170,422	175,313	180,222	185,268
	1,236,609	1,271,976	1,308,482	1,345,120	1,382,783
Benefits					
3101 STRS	398,767	410,172	421,944	433,758	445,904
3301 OASDI	76,670	78,863	81,126	83,397	85,733
3311 Medicare	48,204	49,582	51,005	52,434	53,902
3401 Health and Welfare	405,000	416,583	428,539	440,538	452,873
3501 State Unemployment	39,200	39,200	39,200	39,200	39,200
3601 Workers' Compensation	26,595	27,356	28,141	28,929	29,739
	994,436	1,021,756	1,049,955	1,078,256	1,107,350

Aspen Valley Prep

Multi-Year Forecast

Revised 9/06/24

	2024-25 Budget	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast
Cash Flow Adjustments					
Surplus (Deficit)	248,439	209,848	274,169	317,653	211,268
Cash Flows From Operating Activities					
Depreciation/Amortization	20,038	10,528	10,528	10,528	2,314
Public Funding Receivables	(684,715)	(170,122)	(33,535)	(37,168)	(24,976)
Accounts Payable	4,491	284	255	289	297
Deferred Revenue	(117,872)	(84,555)	(84,555)	(84,557)	-
Cash Flows From Investing Activities				-	-
Purchases of Prop. And Equip.	-	-	-	-	-
Cash Flows From Financing Activities				-	-
Proceeds(Payments) on Debt	-	-	-	-	-
Total Change in Cash	(529,618)	(34,017)	166,862	206,745	188,903
Cash, Beginning of Year	3,389,124	2,859,506	2,825,489	2,992,351	3,199,096
Cash, End of Year	**$ 2,859,506**	**$ 2,825,489**	**$ 2,992,351**	**$ 3,199,096**	**$ 3,387,999**

Aspen Valley Prep

Monthly Cash Flow/Budget FY23-24

Revised 9/06/24

ADA = 306.90

CHARTER IMPACT

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																**ADA = 306.90**	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	184,215	184,215	331,587	331,587	331,587	331,587	331,587	307,233	307,233	307,233	307,233	307,238	**3,562,532**	3,562,532	-
8012	Education Protection Account	-	-	118,039	-	-	118,039	-	-	118,039	-	-	-	118,039	**472,156**	472,156	-
8096	In Lieu of Property Taxes	-	22,193	44,387	29,591	29,591	29,591	29,591	29,591	47,709	23,855	23,855	23,855	23,855	**357,664**	357,664	-
		-	206,408	346,641	361,178	361,178	479,217	361,178	361,178	472,981	331,088	331,088	331,088	449,132	**4,392,352**	**4,392,352**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	55,520	**55,520**	55,520	-
8220	Federal Child Nutrition	-	-	-	11,215	21,308	21,308	21,308	21,308	21,308	21,308	21,308	21,308	42,616	**224,293**	224,293	-
8290	Title I, Part A - Basic Low Income	-	-	-	-	-	27,466	-	-	-	82,398	-	-	-	**109,864**	109,864	-
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	2,946	-	-	-	8,837	-	-	-	**11,783**	11,783	-
8296	Other Federal Revenue	-	-	-	-	-	2,500	-	-	-	7,500	-	-	-	**10,000**	10,000	-
		-	-	-	11,215	21,308	54,220	21,308	21,308	21,308	120,043	21,308	21,308	98,136	**411,460**	**411,460**	**-**
Other State Revenue																	
8311	State Special Education	-	13,729	13,729	24,712	24,712	24,712	24,712	24,712	24,712	24,712	24,712	24,712	24,712	**274,577**	274,577	-
8520	Child Nutrition	-	-	-	2,860	5,433	5,433	5,433	5,433	5,433	5,433	5,433	5,433	10,866	**57,192**	57,192	-
8545	School Facilities (SB740)	-	-	-	-	-	-	122,818	-	-	-	61,409	-	61,409	**245,636**	245,636	-
8550	Mandated Cost	-	-	-	-	-	6,367	-	-	-	-	-	-	-	**6,367**	6,367	-
8560	State Lottery	-	-	-	-	-	-	21,662	-	-	21,662	-	-	40,460	**83,784**	83,784	-
8599	Other State Revenue	-	1,151	1,151	314,975	2,072	2,072	314,975	2,072	2,072	314,975	2,072	317,046	-	**1,274,630**	1,274,630	-
		-	14,880	14,880	342,546	32,217	38,584	489,600	32,217	32,217	366,782	93,626	347,191	137,447	**1,942,185**	**1,942,185**	**-**
Other Local Revenue																	
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	24,000	-	**24,000**	24,000	-
		-	-	-	-	-	-	-	-	-	-	-	24,000	-	**24,000**	**24,000**	**-**
Total Revenue		**-**	**221,288**	**361,520**	**714,939**	**414,702**	**572,020**	**872,085**	**414,702**	**526,506**	**817,912**	**446,021**	**723,587**	**684,715**	**6,769,998**	**6,769,998**	**-**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	134,164	134,164	134,164	134,164	134,164	134,164	134,164	134,164	134,164	134,164	-	-	**1,341,641**	1,341,641	-
1170	Teachers' Substitute Hours	-	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	-	-	**50,750**	50,750	-
1200	Pupil Support Salaries	-	37,808	37,808	37,808	37,808	37,808	37,808	37,808	37,808	37,808	37,808	-	-	**378,077**	378,077	-
1300	Administrators' Salaries	26,443	26,443	26,443	26,443	26,443	26,443	26,443	26,443	26,443	26,443	26,443	26,443	-	**317,319**	317,319	-
		26,443	203,490	203,490	203,490	203,490	203,490	203,490	203,490	203,490	203,490	203,490	26,443	-	**2,087,787**	**2,087,787**	**-**
Classified Salaries																	
2100	Instructional Salaries	-	33,800	33,800	33,800	33,800	33,800	33,800	33,800	33,800	33,800	33,800	-	-	**337,995**	337,995	-
2200	Support Salaries	22,729	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	22,729	-	**390,514**	390,514	-
2300	Classified Administrators' Salaries	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	12,272	-	**147,264**	147,264	-
2400	Clerical and Office Staff Salaries	4,155	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	4,155	-	**195,153**	195,153	-
2900	Other Classified Salaries	3,750	14,721	14,721	14,721	14,721	14,721	14,721	14,721	14,721	14,721	14,721	14,721	-	**165,684**	165,684	-
		42,906	113,983	113,983	113,983	113,983	113,983	113,983	113,983	113,983	113,983	113,983	53,877	-	**1,236,609**	**1,236,609**	**-**
Benefits																	
3101	STRS	5,051	38,867	38,867	38,867	38,867	38,867	38,867	38,867	38,867	38,867	38,867	5,051	-	**398,767**	398,767	-
3301	OASDI	2,660	7,067	7,067	7,067	7,067	7,067	7,067	7,067	7,067	7,067	7,067	3,340	-	**76,670**	76,670	-
3311	Medicare	1,006	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	1,165	-	**48,204**	48,204	-
3401	Health and Welfare	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	33,750	-	**405,000**	405,000	-
3501	State Unemployment	1,960	1,960	1,960	1,960	1,960	1,960	9,800	7,840	3,920	1,960	1,960	1,960	-	**39,200**	39,200	-
3601	Workers' Compensation	555	2,540	2,540	2,540	2,540	2,540	2,540	2,540	2,540	2,540	2,540	643	-	**26,595**	26,595	-
		44,981	88,787	88,787	88,787	88,787	88,787	96,627	94,667	90,747	88,787	88,787	45,908	-	**994,436**	**994,436**	**-**

Aspen Valley Prep

Monthly Cash Flow/Budget FY23-24

Revised 9/06/24

ADA = 306.90

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	**30,000**	30,000	-
4302	School Supplies	7,341	7,341	7,341	7,341	7,341	7,341	7,341	7,341	7,341	7,341	7,341	7,341	-	**88,097**	88,097	-
4305	Software	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	4,734	-	**56,804**	56,804	-
4310	Office Expense	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	-	**48,000**	48,000	-
4311	Business Meals	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	12,000	-
4400	Noncapitalized Equipment	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	-	**32,250**	32,250	-
4700	Food Services	19,939	19,939	19,939	19,939	19,939	19,939	19,939	19,939	19,939	19,939	19,939	19,939	-	**239,262**	239,262	-
		42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	42,201	-	**506,414**	**506,414**	**-**
Subagreement Services																	
5103	Substitute Teacher	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	5,269	-	**63,224**	63,224	-
5105	Security	3,220	3,220	3,220	3,220	3,220	3,220	3,220	3,220	3,220	3,220	3,220	3,220	-	**38,640**	38,640	-
5106	Other Educational Consultants	22,189	22,189	22,189	22,189	22,189	22,189	22,189	22,189	22,189	22,189	22,189	22,189	-	**266,269**	266,269	-
		30,678	30,678	30,678	30,678	30,678	30,678	30,678	30,678	30,678	30,678	30,678	30,678	-	**368,133**	**368,133**	**-**
Operations and Housekeeping																	
5201	Auto and Travel	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-	**25,000**	25,000	-
5300	Dues & Memberships	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	12,000	-
5400	Insurance	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	**50,000**	50,000	-
5501	Utilities	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	-	**80,000**	80,000	-
5502	Janitorial Services	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800	-	**105,600**	105,600	-
5900	Communications	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	-	**36,000**	36,000	-
5901	Postage and Shipping	200	200	200	200	200	200	200	200	200	200	200	200	-	**2,400**	2,400	-
		25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	-	**311,000**	**311,000**	**-**
Facilities, Repairs and Other Leases																	
5601	Rent	35,626	35,626	35,626	35,626	35,626	35,626	35,626	35,626	35,626	35,626	35,626	35,626	-	**427,515**	427,515	-
5603	Equipment Leases	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	-	**36,000**	36,000	-
5604	Other Leases	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	8,126	-	**97,508**	97,508	-
5605	Real/Personal Property Taxes	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	-	**13,000**	13,000	-
5610	Repairs and Maintenance	2,429	2,429	2,429	2,429	2,429	2,429	2,429	2,429	2,429	2,429	2,429	2,429	-	**29,150**	29,150	-
		50,264	50,264	50,264	50,264	50,264	50,264	50,264	50,264	50,264	50,264	50,264	50,264	-	**603,173**	**603,173**	**-**
Professional/Consulting Services																	
5802	Audit & Taxes	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	**24,000**	24,000	-
5803	Legal	833	833	833	833	833	833	833	833	833	833	833	833	-	**10,000**	10,000	-
5804	Professional Development	7,042	7,042	7,042	7,042	7,042	7,042	7,042	7,042	7,042	7,042	7,042	7,042	-	**84,500**	84,500	-
5805	General Consulting	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	**24,000**	24,000	-
5806	Special Activities/Field Trips	4,969	4,969	4,969	4,969	4,969	4,969	4,969	4,969	4,969	4,969	4,969	4,969	-	**59,630**	59,630	-
5807	Bank Charges	333	333	333	333	333	333	333	333	333	333	333	333	-	**4,000**	4,000	-
5809	Other taxes and fees	500	500	500	500	500	500	500	500	500	500	500	500	-	**6,000**	6,000	-
5810	Payroll Service Fee	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	12,000	-
5811	Management Fee	10,493	10,493	10,493	10,493	10,493	10,493	10,493	10,493	10,493	10,493	10,493	10,493	-	**125,915**	125,915	-
5812	District Oversight Fee	-	2,064	3,466	3,612	3,612	4,792	3,612	3,612	4,730	3,311	3,311	3,311	4,491	**43,924**	43,924	-
		29,170	31,234	32,637	32,782	32,782	33,963	32,782	32,782	33,900	32,481	32,481	32,481	4,491	**393,968**	**393,968**	**-**
Depreciation																	
6900	Depreciation Expense	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	-	**20,038**	20,038	-
		1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	-	**20,038**	**20,038**	**-**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	**-**
Total Expenses		**294,231**	**588,224**	**589,626**	**589,771**	**589,771**	**590,952**	**597,611**	**595,651**	**592,849**	**589,470**	**589,470**	**309,440**	**4,491**	**6,521,558**	**6,521,558**	**-**
Monthly Surplus (Deficit)		**(294,231)**	**(366,936)**	**(228,106)**	**125,167**	**(175,069)**	**(18,932)**	**274,474**	**(180,949)**	**(66,343)**	**228,442**	**(143,449)**	**414,147**	**680,223**	**248,439**	**248,439**	**-**

Aspen Valley Prep

Monthly Cash Flow/Budget FY23-24

Revised 9/06/24

ADA = 306.90

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(294,231)	(366,936)	(228,106)	125,167	(175,069)	(18,932)	274,474	(180,949)	(66,343)	228,442	(143,449)	414,147	680,223	**248,439**		
Cash flows from operating activities																
Depreciation/Amortization	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	-	**20,038**		
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(684,715)	**(684,715)**		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	4,491	**4,491**		
Deferred Revenue	-	-	-	(29,468)	-	-	(29,468)	-	-	(29,468)	-	(29,468)	-	**(117,872)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(292,561)	(765,266)	(226,436)	97,369	(173,399)	(17,262)	246,676	(179,279)	(64,674)	200,644	(141,779)	786,349				
Cash, Beginning of Month	3,389,124	3,096,563	2,731,297	2,504,861	2,602,230	2,428,831	2,411,569	2,658,245	2,478,966	2,414,293	2,614,936	2,473,157				
Cash, End of Month	**3,096,563**	**2,731,297**	**2,504,861**	**2,602,230**	**2,428,831**	**2,411,569**	**2,658,245**	**2,478,966**	**2,414,293**	**2,614,936**	**2,473,157**	**2,859,506**				

Aspen Valley Prep

Monthly Cash Flow/Forecast FY25-26

Revised 9/06/24

ADA = 306.90

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues																**ADA =**	**306.90**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	183,893	183,893	331,008	331,008	331,008	331,008	331,008	331,008	331,008	331,008	331,008	331,008	**3,677,865**	3,562,532	115,333
8012	Education Protection Account	-	-	-	118,039	-	-	118,039	-	-	128,415	-	-	121,498	**485,990**	472,156	13,834
8096	In Lieu of Property Taxes	-	21,460	42,920	28,613	28,613	28,613	28,613	28,613	50,073	25,037	25,037	25,037	25,037	**357,664**	357,664	-
		-	205,353	226,813	477,660	359,621	359,621	477,660	359,621	381,081	484,459	356,044	356,044	477,542	**4,521,519**	**4,392,352**	**129,167**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	52,800	**52,800**	55,520	(2,720)
8220	Federal Child Nutrition	-	-	11,543	11,543	23,086	23,086	23,086	23,086	23,086	23,086	23,086	23,086	23,086	**230,865**	224,293	6,572
8290	Title I, Part A - Basic Low Income	-	-	28,271	-	-	28,271	-	-	28,271	-	-	-	28,271	**113,083**	109,864	3,219
8291	Title II, Part A - Teacher Quality	-	-	3,032	-	-	3,032	-	-	3,032	-	-	-	3,032	**12,128**	11,783	345
8296	Other Federal Revenue	-	-	-	-	-	2,500	-	-	-	7,500	-	-	-	**10,000**	10,000	-
		-	-	42,846	11,543	23,086	56,889	23,086	23,086	54,389	30,586	23,086	23,086	107,189	**418,876**	**411,460**	**7,416**
Other State Revenue																	
8311	State Special Education	-	13,664	13,664	24,595	24,595	24,595	24,595	24,595	24,595	24,595	24,595	24,595	24,595	**273,281**	274,577	(1,296)
8520	Child Nutrition	-	-	2,943	2,943	5,887	5,887	5,887	5,887	5,887	5,887	5,887	5,887	5,887	**58,867**	57,192	1,676
8545	School Facilities (SB740)	-	-	-	-	-	-	126,331	-	-	-	63,165	-	63,165	**252,662**	245,636	
8550	Mandated Cost	-	-	-	-	-	5,783	-	-	-	-	-	-	-	**5,783**	6,367	(584)
8560	State Lottery	-	-	-	-	-	-	21,560	-	-	21,560	-	-	43,119	**86,239**	83,784	2,455
8599	Other State Revenue	-	60,915	60,915	109,647	109,647	109,647	109,647	109,647	109,647	109,647	109,647	109,647	133,338	**1,241,987**	1,274,630	(32,643)
		-	74,579	77,522	137,185	140,129	145,912	288,019	140,129	140,129	161,688	203,294	140,129	270,105	**1,918,819**	1,942,185	(30,391)
Other Local Revenue																	
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	24,703	-	**24,703**	24,000	703
		-	-	-	-	-	-	-	-	-	-	-	24,703	-	**24,703**	**24,000**	**703**
Total Revenue		**-**	**279,932**	**347,181**	**626,388**	**522,836**	**562,422**	**788,766**	**522,836**	**575,599**	**676,734**	**582,425**	**543,963**	**854,836**	**6,883,918**	**6,769,998**	**113,920**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	138,001	138,001	138,001	138,001	138,001	138,001	138,001	138,001	138,001	138,001	-	-	**1,380,012**	1,341,641	(38,371)
1170	Teachers' Substitute Hours	-	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	-	-	**52,201**	50,750	(1,451)
1200	Pupil Support Salaries	-	38,889	38,889	38,889	38,889	38,889	38,889	38,889	38,889	38,889	38,889	-	-	**388,890**	378,077	(10,813)
1300	Administrators' Salaries	27,199	27,199	27,199	27,199	27,199	27,199	27,199	27,199	27,199	27,199	27,199	27,199	-	**326,394**	317,319	(9,075)
		27,199	209,310	209,310	209,310	209,310	209,310	209,310	209,310	209,310	209,310	209,310	27,199	-	**2,147,497**	**2,087,787**	**(59,711)**
Classified Salaries																	
2100	Instructional Salaries	-	34,766	34,766	34,766	34,766	34,766	34,766	34,766	34,766	34,766	34,766	-	-	**347,662**	337,995	(9,667)
2200	Support Salaries	23,379	35,492	35,492	35,492	35,492	35,492	35,492	35,492	35,492	35,492	35,492	23,379	-	**401,683**	390,514	(11,169)
2300	Classified Administrators' Salaries	12,623	12,623	12,623	12,623	12,623	12,623	12,623	12,623	12,623	12,623	12,623	12,623	-	**151,476**	147,264	(4,212)
2400	Clerical and Office Staff Salaries	4,274	19,219	19,219	19,219	19,219	19,219	19,219	19,219	19,219	19,219	19,219	4,274	-	**200,734**	195,153	(5,581)
2900	Other Classified Salaries	3,857	15,142	15,142	15,142	15,142	15,142	15,142	15,142	15,142	15,142	15,142	15,142	-	**170,422**	165,684	(4,739)
		44,133	117,243	117,243	117,243	117,243	117,243	117,243	117,243	117,243	117,243	117,243	55,418	-	**1,271,976**	**1,236,609**	**(35,367)**
Benefits																	
3101	STRS	5,195	39,978	39,978	39,978	39,978	39,978	39,978	39,978	39,978	39,978	39,978	5,195	-	**410,172**	398,767	(11,405)
3301	OASDI	2,736	7,269	7,269	7,269	7,269	7,269	7,269	7,269	7,269	7,269	7,269	3,436	-	**78,863**	76,670	(2,193)
3311	Medicare	1,034	4,735	4,735	4,735	4,735	4,735	4,735	4,735	4,735	4,735	4,735	1,198	-	**49,582**	48,204	(1,379)
3401	Health and Welfare	34,715	34,715	34,715	34,715	34,715	34,715	34,715	34,715	34,715	34,715	34,715	34,715	-	**416,583**	405,000	(11,583)
3501	State Unemployment	1,960	1,960	1,960	1,960	1,960	1,960	9,800	7,840	3,920	1,960	1,960	1,960	-	**39,200**	39,200	-
3601	Workers' Compensation	571	2,612	2,612	2,612	2,612	2,612	2,612	2,612	2,612	2,612	2,612	661	-	**27,356**	26,595	(761)
		46,212	91,270	91,270	91,270	91,270	91,270	99,110	97,150	93,230	91,270	91,270	47,165	-	**1,021,756**	**994,436**	**(27,320)**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY25-26

Revised 9/06/24

ADA = 306.90

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula Mate	2,572	2,572	2,572	2,572	2,572	2,572	2,572	2,572	2,572	2,572	2,572	2,572	-	**30,858**	30,000	(858)
4302	School Supplies	7,551	7,551	7,551	7,551	7,551	7,551	7,551	7,551	7,551	7,551	7,551	7,551	-	**90,617**	88,097	(2,520)
4305	Software	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	4,869	-	**58,429**	56,804	(1,625)
4310	Office Expense	4,114	4,114	4,114	4,114	4,114	4,114	4,114	4,114	4,114	4,114	4,114	4,114	-	**49,373**	48,000	(1,373)
4311	Business Meals	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	-	**12,343**	12,000	(343)
4400	Noncapitalized Equipment	2,764	2,764	2,764	2,764	2,764	2,764	2,764	2,764	2,764	2,764	2,764	2,764	-	**33,172**	32,250	(922)
4700	Food Services	20,509	20,509	20,509	20,509	20,509	20,509	20,509	20,509	20,509	20,509	20,509	20,509	-	**246,105**	239,262	(6,843)
		43,408	43,408	43,408	43,408	43,408	43,408	43,408	43,408	43,408	43,408	43,408	43,408	-	**520,897**	**506,414**	**(14,483)**
Subagreement Services																	
5103	Substitute Teacher	5,419	5,419	5,419	5,419	5,419	5,419	5,419	5,419	5,419	5,419	5,419	5,419	-	**65,032**	63,224	(1,808)
5105	Security	3,312	3,312	3,312	3,312	3,312	3,312	3,312	3,312	3,312	3,312	3,312	3,312	-	**39,745**	38,640	(1,105)
5106	Other Educational Consultants	22,824	22,824	22,824	22,824	22,824	22,824	22,824	22,824	22,824	22,824	22,824	22,824	-	**273,884**	266,269	(7,615)
		31,555	31,555	31,555	31,555	31,555	31,555	31,555	31,555	31,555	31,555	31,555	31,555	-	**378,662**	**368,133**	**(10,529)**
Operations and Housekeeping																	
5201	Auto and Travel	2,143	2,143	2,143	2,143	2,143	2,143	2,143	2,143	2,143	2,143	2,143	2,143	-	**25,715**	25,000	(715)
5300	Dues & Memberships	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	-	**12,343**	12,000	(343)
5400	Insurance	4,286	4,286	4,286	4,286	4,286	4,286	4,286	4,286	4,286	4,286	4,286	4,286	-	**51,430**	50,000	(1,430)
5501	Utilities	6,857	6,857	6,857	6,857	6,857	6,857	6,857	6,857	6,857	6,857	6,857	6,857	-	**82,288**	80,000	(2,288)
5502	Janitorial Services	9,052	9,052	9,052	9,052	9,052	9,052	9,052	9,052	9,052	9,052	9,052	9,052	-	**108,620**	105,600	(3,020)
5900	Communications	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	-	**37,030**	36,000	(1,030)
5901	Postage and Shipping	206	206	206	206	206	206	206	206	206	206	206	206	-	**2,469**	2,400	(69)
		26,658	26,658	26,658	26,658	26,658	26,658	26,658	26,658	26,658	26,658	26,658	26,658	-	**319,895**	**311,000**	**(8,895)**
Facilities, Repairs and Other Leases																	
5601	Rent	34,742	34,742	34,742	34,742	34,742	34,742	34,742	34,742	34,742	34,742	34,742	34,742	-	**416,906**	427,515	10,609
5603	Equipment Leases	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	3,086	-	**37,030**	36,000	(1,030)
5604	Other Leases	8,358	8,358	8,358	8,358	8,358	8,358	8,358	8,358	8,358	8,358	8,358	8,358	-	**100,297**	97,508	(2,789)
5605	Real/Personal Property Taxes	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	-	**13,372**	13,000	(372)
5610	Repairs and Maintenance	2,499	2,499	2,499	2,499	2,499	2,499	2,499	2,499	2,499	2,499	2,499	2,499	-	**29,984**	29,150	(834)
		49,799	49,799	49,799	49,799	49,799	49,799	49,799	49,799	49,799	49,799	49,799	49,799	-	**597,588**	**603,173**	**5,585**
Professional/Consulting Services																	
5802	Audit & Taxes	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	-	**24,686**	24,000	(686)
5803	Legal	857	857	857	857	857	857	857	857	857	857	857	857	-	**10,286**	10,000	(286)
5804	Professional Development	7,243	7,243	7,243	7,243	7,243	7,243	7,243	7,243	7,243	7,243	7,243	7,243	-	**86,917**	84,500	(2,417)
5805	General Consulting	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	2,057	-	**24,686**	24,000	(686)
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	20,445	20,445	20,445	-	-	-	**61,335**	59,630	(1,705)
5807	Bank Charges	343	343	343	343	343	343	343	343	343	343	343	343	-	**4,114**	4,000	(114)
5809	Other taxes and fees	514	514	514	514	514	514	514	514	514	514	514	514	-	**6,172**	6,000	(172)
5810	Payroll Service Fee	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	-	**12,343**	12,000	(343)
5811	Management Fee	10,793	10,793	10,793	10,793	10,793	10,793	10,793	10,793	10,793	10,793	10,793	10,793	-	**129,516**	125,915	(3,601)
5812	District Oversight Fee	-	2,054	2,268	4,777	3,596	3,596	4,777	3,596	3,811	4,845	3,560	3,560	4,775	**45,215**	43,924	(1,292)
		24,893	26,947	27,162	29,670	28,490	28,490	29,670	48,935	49,149	50,183	28,454	28,454	4,775	**405,271**	**393,968**	**(11,303)**
Depreciation																	
6900	Depreciation Expense	877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**	20,038	9,510
		877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**	**20,038**	**9,510**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**294,735**	**597,067**	**597,281**	**599,790**	**598,609**	**598,609**	**607,630**	**624,934**	**621,229**	**620,303**	**598,574**	**310,534**	**4,775**	**6,674,070**	**6,521,558**	**(152,512)**
Monthly Surplus (Deficit)		**(294,735)**	**(317,135)**	**(250,100)**	**26,599**	**(75,773)**	**(36,187)**	**181,136**	**(102,098)**	**(45,630)**	**56,431**	**(16,149)**	**233,429**	**850,061**	**209,848**	**248,439**	**(38,592)**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY25-26

Revised 9/06/24

ADA = 306.90

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(294,735)	(317,135)	(250,100)	26,599	(75,773)	(36,187)	181,136	(102,098)	(45,630)	56,431	(16,149)	233,429	850,061	**209,848**		
Cash flows from operating activities																
Depreciation/Amortization	877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**		
Public Funding Receivables	502,614	-	-	-	61,409	40,460	80,232	-	-	-	-	-	(854,836)	**(170,122)**		
Accounts Payable	(4,491)	-	-	-	-	-	-	-	-	-	-	-	4,775	**284**		
Deferred Revenue	-	-	-	(21,139)	-	-	(21,139)	-	-	(21,139)	-	(21,139)	-	**(84,555)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	204,265	(316,257)	(249,223)	6,337	(13,487)	5,150	241,106	(101,221)	(44,753)	36,170	(15,271)	213,167				
Cash, Beginning of Month	2,859,506	3,063,770	2,747,513	2,498,291	2,504,628	2,491,141	2,496,291	2,737,398	2,636,177	2,591,424	2,627,593	2,612,322				
Cash, End of Month	**3,063,770**	**2,747,513**	**2,498,291**	**2,504,628**	**2,491,141**	**2,496,291**	**2,737,398**	**2,636,177**	**2,591,424**	**2,627,593**	**2,612,322**	**2,825,489**				

Aspen Valley Prep

Monthly Cash Flow/Forecast FY26-27

Revised 9/06/24

ADA = 306.90

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues																**ADA =**	**306.90**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	189,742	189,742	341,535	341,535	341,535	341,535	341,535	341,535	341,535	341,535	341,535	341,535	**3,794,833**	3,677,865	116,968
8012	Education Protection Account	-	-	-	118,039	-	-	118,039	-	-	128,415	-	-	136,466	**500,959**	485,990	14,969
8096	In Lieu of Property Taxes	-	21,460	42,920	28,613	28,613	28,613	28,613	28,613	50,073	25,037	25,037	25,037	25,037	**357,664**	357,664	-
		-	211,201	232,661	488,187	370,148	370,148	488,187	370,148	391,608	494,986	366,571	366,571	503,037	**4,653,456**	**4,521,519**	**131,936**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	52,800	**52,800**	52,800	-
8220	Federal Child Nutrition	-	-	11,899	11,899	23,798	23,798	23,798	23,798	23,798	23,798	23,798	23,798	23,798	**237,976**	230,865	7,111
8290	Title I, Part A - Basic Low Income	-	-	29,141	-	-	29,141	-	-	29,141	-	-	-	29,141	**116,566**	113,083	3,483
8291	Title II, Part A - Teacher Quality	-	-	3,125	-	-	3,125	-	-	3,125	-	-	-	3,125	**12,502**	12,128	374
8296	Other Federal Revenue	-	-	-	-	-	2,500	-	-	-	7,500	-	-	-	**10,000**	10,000	-
		-	-	44,166	11,899	23,798	58,564	23,798	23,798	56,064	31,298	23,798	23,798	108,864	**429,843**	**418,876**	**10,967**
Other State Revenue																	
8311	State Special Education	-	14,085	14,085	25,353	25,353	25,353	25,353	25,353	25,353	25,353	25,353	25,353	25,353	**281,699**	273,281	8,417
8520	Child Nutrition	-	-	3,034	3,034	6,068	6,068	6,068	6,068	6,068	6,068	6,068	6,068	6,068	**60,680**	58,867	1,813
8545	School Facilities (SB740)	-	-	-	-	-	-	129,956	-	-	-	64,978	-	64,978	**259,913**	252,662	
8550	Mandated Cost	-	-	-	-	-	5,783	-	-	-	-	-	-	373	**6,156**	5,783	373
8560	State Lottery	-	-	-	-	-	-	22,224	-	-	22,224	-	-	44,447	**88,895**	86,239	2,656
8599	Other State Revenue	-	61,957	61,957	111,523	111,523	111,523	111,523	111,523	111,523	111,523	111,523	111,523	135,250	**1,262,873**	1,241,987	20,886
		-	76,042	79,076	139,910	142,944	148,727	295,124	142,944	142,944	165,168	207,922	142,944	276,469	**1,960,216**	1,918,819	34,146
Other Local Revenue																	
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	25,464	-	**25,464**	24,703	761
		-	-	-	-	-	-	-	-	-	-	-	25,464	-	**25,464**	**24,703**	**761**
Total Revenue		**-**	**287,244**	**355,903**	**639,996**	**536,890**	**577,440**	**807,109**	**536,890**	**590,617**	**691,451**	**598,291**	**558,777**	**888,371**	**7,068,979**	**6,883,918**	**185,061**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	141,962	141,962	141,962	141,962	141,962	141,962	141,962	141,962	141,962	141,962	-	-	**1,419,618**	1,380,012	(39,606)
1170	Teachers' Substitute Hours	-	5,370	5,370	5,370	5,370	5,370	5,370	5,370	5,370	5,370	5,370	-	-	**53,700**	52,201	(1,498)
1200	Pupil Support Salaries	-	40,005	40,005	40,005	40,005	40,005	40,005	40,005	40,005	40,005	40,005	-	-	**400,052**	388,890	(11,161)
1300	Administrators' Salaries	27,980	27,980	27,980	27,980	27,980	27,980	27,980	27,980	27,980	27,980	27,980	27,980	-	**335,761**	326,394	(9,368)
		27,980	215,317	215,317	215,317	215,317	215,317	215,317	215,317	215,317	215,317	215,317	27,980	-	**2,209,130**	**2,147,497**	**(61,633)**
Classified Salaries																	
2100	Instructional Salaries	-	35,764	35,764	35,764	35,764	35,764	35,764	35,764	35,764	35,764	35,764	-	-	**357,640**	347,662	(9,978)
2200	Support Salaries	24,050	36,511	36,511	36,511	36,511	36,511	36,511	36,511	36,511	36,511	36,511	24,050	-	**413,211**	401,683	(11,528)
2300	Classified Administrators' Salaries	12,985	12,985	12,985	12,985	12,985	12,985	12,985	12,985	12,985	12,985	12,985	12,985	-	**155,823**	151,476	(4,347)
2400	Clerical and Office Staff Salaries	4,396	19,770	19,770	19,770	19,770	19,770	19,770	19,770	19,770	19,770	19,770	4,396	-	**206,495**	200,734	(5,761)
2900	Other Classified Salaries	3,968	15,577	15,577	15,577	15,577	15,577	15,577	15,577	15,577	15,577	15,577	15,577	-	**175,313**	170,422	(4,891)
		45,400	120,607	120,607	120,607	120,607	120,607	120,607	120,607	120,607	120,607	120,607	57,009	-	**1,308,482**	**1,271,976**	**(36,506)**
Benefits																	
3101	STRS	5,344	41,126	41,126	41,126	41,126	41,126	41,126	41,126	41,126	41,126	41,126	5,344	-	**421,944**	410,172	(11,772)
3301	OASDI	2,815	7,478	7,478	7,478	7,478	7,478	7,478	7,478	7,478	7,478	7,478	3,535	-	**81,126**	78,863	(2,263)
3311	Medicare	1,064	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	1,232	-	**51,005**	49,582	(1,423)
3401	Health and Welfare	35,712	35,712	35,712	35,712	35,712	35,712	35,712	35,712	35,712	35,712	35,712	35,712	-	**428,539**	416,583	(11,956)
3501	State Unemployment	1,960	1,960	1,960	1,960	1,960	1,960	9,800	7,840	3,920	1,960	1,960	1,960	-	**39,200**	39,200	-
3601	Workers' Compensation	587	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	680	-	**28,141**	27,356	(785)
		47,482	93,833	93,833	93,833	93,833	93,833	101,673	99,713	95,793	93,833	93,833	48,463	-	**1,049,955**	**1,021,756**	**(28,199)**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY26-27

Revised 9/06/24

ADA = 306.90

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula Mate	2,645	2,645	2,645	2,645	2,645	2,645	2,645	2,645	2,645	2,645	2,645	2,645	-	**31,744**	30,858	(886)
4302	School Supplies	7,768	7,768	7,768	7,768	7,768	7,768	7,768	7,768	7,768	7,768	7,768	7,768	-	**93,218**	90,617	(2,601)
4305	Software	5,009	5,009	5,009	5,009	5,009	5,009	5,009	5,009	5,009	5,009	5,009	5,009	-	**60,106**	58,429	(1,677)
4310	Office Expense	4,232	4,232	4,232	4,232	4,232	4,232	4,232	4,232	4,232	4,232	4,232	4,232	-	**50,790**	49,373	(1,417)
4311	Business Meals	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	-	**12,697**	12,343	(354)
4400	Noncapitalized Equipment	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	-	**34,124**	33,172	(952)
4700	Food Services	21,097	21,097	21,097	21,097	21,097	21,097	21,097	21,097	21,097	21,097	21,097	21,097	-	**253,168**	246,105	(7,063)
		44,654	44,654	44,654	44,654	44,654	44,654	44,654	44,654	44,654	44,654	44,654	44,654	-	**535,847**	**520,897**	**(14,950)**
Subagreement Services																	
5103	Substitute Teacher	5,575	5,575	5,575	5,575	5,575	5,575	5,575	5,575	5,575	5,575	5,575	5,575	-	**66,899**	65,032	(1,866)
5105	Security	3,407	3,407	3,407	3,407	3,407	3,407	3,407	3,407	3,407	3,407	3,407	3,407	-	**40,886**	39,745	(1,141)
5106	Other Educational Consultants	23,479	23,479	23,479	23,479	23,479	23,479	23,479	23,479	23,479	23,479	23,479	23,479	-	**281,745**	273,884	(7,860)
		32,461	32,461	32,461	32,461	32,461	32,461	32,461	32,461	32,461	32,461	32,461	32,461	-	**389,529**	**378,662**	**(10,868)**
Operations and Housekeeping																	
5201	Auto and Travel	2,204	2,204	2,204	2,204	2,204	2,204	2,204	2,204	2,204	2,204	2,204	2,204	-	**26,453**	25,715	(738)
5300	Dues & Memberships	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	-	**12,697**	12,343	(354)
5400	Insurance	4,409	4,409	4,409	4,409	4,409	4,409	4,409	4,409	4,409	4,409	4,409	4,409	-	**52,906**	51,430	(1,476)
5501	Utilities	7,054	7,054	7,054	7,054	7,054	7,054	7,054	7,054	7,054	7,054	7,054	7,054	-	**84,650**	82,288	(2,362)
5502	Janitorial Services	9,311	9,311	9,311	9,311	9,311	9,311	9,311	9,311	9,311	9,311	9,311	9,311	-	**111,738**	108,620	(3,117)
5900	Communications	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	-	**38,092**	37,030	(1,063)
5901	Postage and Shipping	212	212	212	212	212	212	212	212	212	212	212	212	-	**2,539**	2,469	(71)
		27,423	27,423	27,423	27,423	27,423	27,423	27,423	27,423	27,423	27,423	27,423	27,423	-	**329,076**	**319,895**	**(9,181)**
Facilities, Repairs and Other Leases																	
5601	Rent	29,956	29,956	29,956	29,956	29,956	29,956	29,956	29,956	29,956	29,956	29,956	29,956	-	**359,471**	416,906	57,435
5603	Equipment Leases	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	3,174	-	**38,092**	37,030	(1,063)
5604	Other Leases	8,598	8,598	8,598	8,598	8,598	8,598	8,598	8,598	8,598	8,598	8,598	8,598	-	**103,175**	100,297	(2,879)
5605	Real/Personal Property Taxes	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	1,146	-	**13,756**	13,372	(384)
5610	Repairs and Maintenance	2,570	2,570	2,570	2,570	2,570	2,570	2,570	2,570	2,570	2,570	2,570	2,570	-	**30,844**	29,984	(861)
		45,445	45,445	45,445	45,445	45,445	45,445	45,445	45,445	45,445	45,445	45,445	45,445	-	**545,339**	**597,588**	**52,249**
Professional/Consulting Services																	
5802	Audit & Taxes	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	-	**25,395**	24,686	(708)
5803	Legal	882	882	882	882	882	882	882	882	882	882	882	882	-	**10,581**	10,286	(295)
5804	Professional Development	7,451	7,451	7,451	7,451	7,451	7,451	7,451	7,451	7,451	7,451	7,451	7,451	-	**89,411**	86,917	(2,495)
5805	General Consulting	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	2,116	-	**25,395**	24,686	(708)
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	21,032	21,032	21,032	-	-	-	**63,096**	61,335	(1,760)
5807	Bank Charges	353	353	353	353	353	353	353	353	353	353	353	353	-	**4,232**	4,114	(118)
5809	Other taxes and fees	529	529	529	529	529	529	529	529	529	529	529	529	-	**6,349**	6,172	(177)
5810	Payroll Service Fee	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	-	**12,697**	12,343	(354)
5811	Management Fee	11,103	11,103	11,103	11,103	11,103	11,103	11,103	11,103	11,103	11,103	11,103	11,103	-	**133,233**	129,516	(3,717)
5812	District Oversight Fee	-	2,112	2,327	4,882	3,701	3,701	4,882	3,701	3,916	4,950	3,666	3,666	5,030	**46,535**	45,215	(1,319)
		25,608	27,720	27,934	30,490	29,309	29,309	30,490	50,341	50,556	51,590	29,274	29,274	5,030	**416,924**	**405,271**	**(11,653)**
Depreciation																	
6900	Depreciation Expense	877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**	10,528	-
		877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**	**10,528**	**-**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**297,329**	**608,337**	**608,552**	**611,107**	**609,927**	**609,927**	**618,947**	**636,839**	**633,133**	**632,207**	**609,891**	**313,585**	**5,030**	**6,794,810**	**6,674,070**	**(120,740)**
Monthly Surplus (Deficit)		**(297,329)**	**(321,093)**	**(252,648)**	**28,889**	**(73,037)**	**(32,487)**	**188,162**	**(99,949)**	**(42,517)**	**59,244**	**(11,600)**	**245,192**	**883,341**	**274,169**	**209,848**	**64,321**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY26-27

Revised 9/06/24

ADA = 306.90

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(297,329)	(321,093)	(252,648)	28,889	(73,037)	(32,487)	188,162	(99,949)	(42,517)	59,244	(11,600)	245,192	883,341	**274,169**		
Cash flows from operating activities																
Depreciation/Amortization	877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**		
Public Funding Receivables	506,515	63,165	43,119	-	-	-	242,037	-	-	-	-	-	(888,371)	**(33,535)**		
Accounts Payable	(4,775)	-	-	-	-	-	-	-	-	-	-	-	5,030	**255**		
Deferred Revenue	-	-	-	(21,139)	-	-	(21,139)	-	-	(21,139)	-	(21,139)	-	**(84,555)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	205,288	(257,051)	(208,652)	8,628	(72,160)	(31,609)	409,937	(99,071)	(41,639)	38,983	(10,722)	224,931				
Cash, Beginning of Month	2,825,489	3,030,777	2,773,726	2,565,075	2,573,702	2,501,542	2,469,933	2,879,870	2,780,799	2,739,159	2,778,142	2,767,420				
Cash, End of Month	**3,030,777**	**2,773,726**	**2,565,075**	**2,573,702**	**2,501,542**	**2,469,933**	**2,879,870**	**2,780,799**	**2,739,159**	**2,778,142**	**2,767,420**	**2,992,351**				

Aspen Valley Prep

Monthly Cash Flow/Forecast FY27-28

Revised 9/06/24

ADA = 306.90

		Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues																**ADA =**	**306.90**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	196,597	196,597	353,874	353,874	353,874	353,874	353,874	353,874	353,874	353,874	353,874	353,874	**3,931,937**	3,794,833	137,105
8012	Education Protection Account	-	-	-	118,039	-	-	118,039	-	-	128,415	-	-	152,998	**517,490**	500,959	16,532
8096	In Lieu of Property Taxes	-	21,460	42,920	28,613	28,613	28,613	28,613	28,613	50,073	25,037	25,037	25,037	25,037	**357,664**	357,664	-
		-	218,057	239,517	500,527	382,487	382,487	500,527	382,487	403,947	507,325	378,911	378,911	531,909	**4,807,092**	**4,653,456**	**153,636**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	52,800	**52,800**	52,800	-
8220	Federal Child Nutrition	-	-	12,291	12,291	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	**245,829**	237,976	7,853
8290	Title I, Part A - Basic Low Income	-	-	30,103	-	-	30,103	-	-	30,103	-	-	-	30,103	**120,413**	116,566	3,847
8291	Title II, Part A - Teacher Quality	-	-	3,229	-	-	3,229	-	-	3,229	-	-	-	3,229	**12,914**	12,502	413
8296	Other Federal Revenue	-	-	-	-	-	2,500	-	-	-	7,500	-	-	-	**10,000**	10,000	-
		-	-	45,623	12,291	24,583	60,415	24,583	24,583	57,915	32,083	24,583	24,583	110,715	**441,956**	**429,843**	**12,112**
Other State Revenue																	
8311	State Special Education	-	14,550	14,550	26,190	26,190	26,190	26,190	26,190	26,190	26,190	26,190	26,190	26,190	**290,995**	281,699	9,296
8520	Child Nutrition	-	-	3,134	3,134	6,268	6,268	6,268	6,268	6,268	6,268	6,268	6,268	6,268	**62,683**	60,680	2,002
8545	School Facilities (SB740)	-	-	-	-	-	-	133,595	-	-	-	66,798	-	66,798	**267,191**	259,913	
8550	Mandated Cost	-	-	-	-	-	5,783	-	-	-	-	-	-	373	**6,156**	6,156	-
8560	State Lottery	-	-	-	-	-	-	22,957	-	-	22,957	-	-	45,914	**91,828**	88,895	2,934
8599	Other State Revenue	-	63,109	63,109	113,596	113,596	113,596	113,596	113,596	113,596	113,596	113,596	113,596	137,373	**1,285,955**	1,262,873	23,082
		-	77,659	80,793	142,920	146,054	151,837	302,606	146,054	146,054	169,011	212,851	146,054	282,916	**2,004,807**	1,960,216	37,314
Other Local Revenue																	
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	26,304	-	**26,304**	25,464	840
		-	-	-	-	-	-	-	-	-	-	-	26,304	-	**26,304**	**25,464**	**840**
Total Revenue		**-**	**295,715**	**365,933**	**655,738**	**553,124**	**594,739**	**827,715**	**553,124**	**607,916**	**708,419**	**616,345**	**575,852**	**925,539**	**7,280,159**	**7,068,979**	**211,180**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	145,937	145,937	145,937	145,937	145,937	145,937	145,937	145,937	145,937	145,937	-	-	**1,459,367**	1,419,618	(39,749)
1170	Teachers' Substitute Hours	-	5,520	5,520	5,520	5,520	5,520	5,520	5,520	5,520	5,520	5,520	-	-	**55,203**	53,700	(1,504)
1200	Pupil Support Salaries	-	41,125	41,125	41,125	41,125	41,125	41,125	41,125	41,125	41,125	41,125	-	-	**411,253**	400,052	(11,201)
1300	Administrators' Salaries	28,764	28,764	28,764	28,764	28,764	28,764	28,764	28,764	28,764	28,764	28,764	28,764	-	**345,163**	335,761	(9,401)
		28,764	221,346	221,346	221,346	221,346	221,346	221,346	221,346	221,346	221,346	221,346	28,764	-	**2,270,986**	**2,209,130**	**(61,856)**
Classified Salaries																	
2100	Instructional Salaries	-	36,765	36,765	36,765	36,765	36,765	36,765	36,765	36,765	36,765	36,765	-	-	**367,653**	357,640	(10,014)
2200	Support Salaries	24,723	37,533	37,533	37,533	37,533	37,533	37,533	37,533	37,533	37,533	37,533	24,723	-	**424,781**	413,211	(11,570)
2300	Classified Administrators' Salaries	13,349	13,349	13,349	13,349	13,349	13,349	13,349	13,349	13,349	13,349	13,349	13,349	-	**160,186**	155,823	(4,363)
2400	Clerical and Office Staff Salaries	4,520	20,324	20,324	20,324	20,324	20,324	20,324	20,324	20,324	20,324	20,324	4,520	-	**212,277**	206,495	(5,782)
2900	Other Classified Salaries	4,079	16,013	16,013	16,013	16,013	16,013	16,013	16,013	16,013	16,013	16,013	16,013	-	**180,222**	175,313	(4,909)
		46,671	123,984	123,984	123,984	123,984	123,984	123,984	123,984	123,984	123,984	123,984	58,605	-	**1,345,120**	**1,308,482**	**(36,637)**
Benefits																	
3101	STRS	5,494	42,277	42,277	42,277	42,277	42,277	42,277	42,277	42,277	42,277	42,277	5,494	-	**433,758**	421,944	(11,814)
3301	OASDI	2,894	7,687	7,687	7,687	7,687	7,687	7,687	7,687	7,687	7,687	7,687	3,634	-	**83,397**	81,126	(2,272)
3311	Medicare	1,094	5,007	5,007	5,007	5,007	5,007	5,007	5,007	5,007	5,007	5,007	1,267	-	**52,434**	51,005	(1,428)
3401	Health and Welfare	36,712	36,712	36,712	36,712	36,712	36,712	36,712	36,712	36,712	36,712	36,712	36,712	-	**440,538**	428,539	(11,999)
3501	State Unemployment	1,960	1,960	1,960	1,960	1,960	1,960	9,800	7,840	3,920	1,960	1,960	1,960	-	**39,200**	39,200	-
3601	Workers' Compensation	603	2,763	2,763	2,763	2,763	2,763	2,763	2,763	2,763	2,763	2,763	699	-	**28,929**	28,141	(788)
		48,756	96,406	96,406	96,406	96,406	96,406	104,246	102,286	98,366	96,406	96,406	49,765	-	**1,078,256**	**1,049,955**	**(28,301)**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY27-28

Revised 9/06/24

ADA = 306.90

		Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula Mate	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	2,719	-	**32,632**	31,744	(889)
4302	School Supplies	7,986	7,986	7,986	7,986	7,986	7,986	7,986	7,986	7,986	7,986	7,986	7,986	-	**95,828**	93,218	(2,610)
4305	Software	5,149	5,149	5,149	5,149	5,149	5,149	5,149	5,149	5,149	5,149	5,149	5,149	-	**61,789**	60,106	(1,683)
4310	Office Expense	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	4,351	-	**52,212**	50,790	(1,422)
4311	Business Meals	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	-	**13,053**	12,697	(356)
4400	Noncapitalized Equipment	2,923	2,923	2,923	2,923	2,923	2,923	2,923	2,923	2,923	2,923	2,923	2,923	-	**35,080**	34,124	(955)
4700	Food Services	21,688	21,688	21,688	21,688	21,688	21,688	21,688	21,688	21,688	21,688	21,688	21,688	-	**260,257**	253,168	(7,089)
		45,904	45,904	45,904	45,904	45,904	45,904	45,904	45,904	45,904	45,904	45,904	45,904	-	**550,851**	**535,847**	**(15,004)**
Subagreement Services																	
5103	Substitute Teacher	5,731	5,731	5,731	5,731	5,731	5,731	5,731	5,731	5,731	5,731	5,731	5,731	-	**68,772**	66,899	(1,873)
5105	Security	3,503	3,503	3,503	3,503	3,503	3,503	3,503	3,503	3,503	3,503	3,503	3,503	-	**42,031**	40,886	(1,145)
5106	Other Educational Consultants	24,136	24,136	24,136	24,136	24,136	24,136	24,136	24,136	24,136	24,136	24,136	24,136	-	**289,634**	281,745	(7,889)
		33,370	33,370	33,370	33,370	33,370	33,370	33,370	33,370	33,370	33,370	33,370	33,370	-	**400,436**	**389,529**	**(10,907)**
Operations and Housekeeping																	
5201	Auto and Travel	2,266	2,266	2,266	2,266	2,266	2,266	2,266	2,266	2,266	2,266	2,266	2,266	-	**27,194**	26,453	(741)
5300	Dues & Memberships	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	-	**13,053**	12,697	(356)
5400	Insurance	4,532	4,532	4,532	4,532	4,532	4,532	4,532	4,532	4,532	4,532	4,532	4,532	-	**54,387**	52,906	(1,481)
5501	Utilities	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	-	**87,020**	84,650	(2,370)
5502	Janitorial Services	9,572	9,572	9,572	9,572	9,572	9,572	9,572	9,572	9,572	9,572	9,572	9,572	-	**114,866**	111,738	(3,129)
5900	Communications	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	-	**39,159**	38,092	(1,067)
5901	Postage and Shipping	218	218	218	218	218	218	218	218	218	218	218	218	-	**2,611**	2,539	(71)
		28,191	28,191	28,191	28,191	28,191	28,191	28,191	28,191	28,191	28,191	28,191	28,191	-	**338,290**	**329,076**	**(9,214)**
Facilities, Repairs and Other Leases																	
5601	Rent	29,011	29,011	29,011	29,011	29,011	29,011	29,011	29,011	29,011	29,011	29,011	29,011	-	**348,137**	359,471	11,334
5603	Equipment Leases	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	3,263	-	**39,159**	38,092	(1,067)
5604	Other Leases	8,839	8,839	8,839	8,839	8,839	8,839	8,839	8,839	8,839	8,839	8,839	8,839	-	**106,064**	103,175	(2,889)
5605	Real/Personal Property Taxes	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	-	**14,141**	13,756	(385)
5610	Repairs and Maintenance	2,642	2,642	2,642	2,642	2,642	2,642	2,642	2,642	2,642	2,642	2,642	2,642	-	**31,708**	30,844	(864)
		44,934	44,934	44,934	44,934	44,934	44,934	44,934	44,934	44,934	44,934	44,934	44,934	-	**539,209**	**545,339**	**6,130**
Professional/Consulting Services																	
5802	Audit & Taxes	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	-	**26,106**	25,395	(711)
5803	Legal	906	906	906	906	906	906	906	906	906	906	906	906	-	**10,877**	10,581	(296)
5804	Professional Development	7,660	7,660	7,660	7,660	7,660	7,660	7,660	7,660	7,660	7,660	7,660	7,660	-	**91,915**	89,411	(2,504)
5805	General Consulting	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	-	**26,106**	25,395	(711)
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	21,621	21,621	21,621	-	-	-	**64,862**	63,096	(1,767)
5807	Bank Charges	363	363	363	363	363	363	363	363	363	363	363	363	-	**4,351**	4,232	(119)
5809	Other taxes and fees	544	544	544	544	544	544	544	544	544	544	544	544	-	**6,526**	6,349	(178)
5810	Payroll Service Fee	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	-	**13,053**	12,697	(356)
5811	Management Fee	11,414	11,414	11,414	11,414	11,414	11,414	11,414	11,414	11,414	11,414	11,414	11,414	-	**136,964**	133,233	(3,731)
5812	District Oversight Fee	-	2,181	2,395	5,005	3,825	3,825	5,005	3,825	4,039	5,073	3,789	3,789	5,319	**48,071**	46,535	(1,536)
		26,325	28,505	28,720	31,330	30,150	30,150	31,330	51,771	51,985	53,019	30,114	30,114	5,319	**428,832**	**416,924**	**(11,907)**
Depreciation																	
6900	Depreciation Expense	877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**	10,528	-
		877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**	**10,528**	**-**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**303,792**	**623,517**	**623,732**	**626,342**	**625,162**	**625,162**	**634,182**	**652,662**	**648,957**	**648,031**	**625,126**	**320,523**	**5,319**	**6,962,507**	**6,794,810**	**(167,696)**
Monthly Surplus (Deficit)		**(303,792)**	**(327,802)**	**(257,799)**	**29,396**	**(72,037)**	**(30,422)**	**193,533**	**(99,538)**	**(41,041)**	**60,388**	**(8,781)**	**255,329**	**920,220**	**317,653**	**274,169**	**43,484**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY27-28

Revised 9/06/24

ADA = 306.90

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(303,792)	(327,802)	(257,799)	29,396	(72,037)	(30,422)	193,533	(99,538)	(41,041)	60,388	(8,781)	255,329	920,220	**317,653**		
Cash flows from operating activities																
Depreciation/Amortization	877	877	877	877	877	877	877	877	877	877	877	877	-	**10,528**		
Public Funding Receivables	532,903	64,978	44,447	-	-	-	246,043	-	-	-	-	-	(925,539)	**(37,168)**		
Accounts Payable	(5,030)	-	-	-	-	-	-	-	-	-	-	-	5,319	**289**		
Deferred Revenue	-	-	-	(21,139)	-	-	(21,139)	-	-	(21,139)	-	(21,139)	-	**(84,557)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	224,958	(261,946)	(212,475)	9,134	(71,160)	(29,545)	419,314	(98,661)	(40,164)	40,126	(7,903)	235,067				
Cash, Beginning of Month	2,992,351	3,217,310	2,955,363	2,742,889	2,752,022	2,680,862	2,651,317	3,070,631	2,971,970	2,931,806	2,971,933	2,964,029				
Cash, End of Month	**3,217,310**	**2,955,363**	**2,742,889**	**2,752,022**	**2,680,862**	**2,651,317**	**3,070,631**	**2,971,970**	**2,931,806**	**2,971,933**	**2,964,029**	**3,199,096**				

Aspen Valley Prep

Monthly Cash Flow/Forecast FY28-29

Revised 9/06/24

ADA = 306.90

		Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues																ADA =	306.90
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	203,652	203,652	366,574	366,574	366,574	366,574	366,574	366,574	366,574	366,574	366,574	366,574	**4,073,045**	3,931,937	141,108
8012	Education Protection Account	-	-	-	118,039	-	-	118,039	-	-	128,415	-	-	170,023	**534,516**	517,490	17,025
8096	In Lieu of Property Taxes	-	21,460	42,920	28,613	28,613	28,613	28,613	28,613	50,073	25,037	25,037	25,037	25,037	**357,664**	357,664	-
		-	225,112	246,572	513,226	395,187	395,187	513,226	395,187	416,647	520,025	391,611	391,611	561,634	**4,965,225**	**4,807,092**	**158,134**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	52,800	**52,800**	52,800	-
8220	Federal Child Nutrition	-	-	12,696	12,696	25,392	25,392	25,392	25,392	25,392	25,392	25,392	25,392	25,392	**253,917**	245,829	8,088
8290	Title I, Part A - Basic Low Income	-	-	31,094	-	-	31,094	-	-	31,094	-	-	-	31,094	**124,374**	120,413	3,962
8291	Title II, Part A - Teacher Quality	-	-	3,335	-	-	3,335	-	-	3,335	-	-	-	3,335	**13,339**	12,914	425
8296	Other Federal Revenue	-	-	-	-	-	2,500	-	-	-	7,500	-	-	-	**10,000**	10,000	-
		-	-	47,124	12,696	25,392	62,320	25,392	25,392	59,820	32,892	25,392	25,392	112,620	**454,430**	**441,956**	**12,474**
Other State Revenue																	
8311	State Special Education	-	15,028	15,028	27,051	27,051	27,051	27,051	27,051	27,051	27,051	27,051	27,051	27,051	**300,568**	290,995	9,574
8520	Child Nutrition	-	-	3,237	3,237	6,475	6,475	6,475	6,475	6,475	6,475	6,475	6,475	6,475	**64,745**	62,683	2,062
8545	School Facilities (SB740)	-	-	-	-	-	-	137,336	-	-	-	68,668	-	68,668	**274,672**	267,191	
8550	Mandated Cost	-	-	-	-	-	5,783	-	-	-	-	-	-	373	**6,156**	6,156	-
8560	State Lottery	-	-	-	-	-	-	23,712	-	-	23,712	-	-	47,425	**94,849**	91,828	3,021
8599	Other State Revenue	-	56,942	56,942	102,495	102,495	102,495	102,495	102,495	102,495	102,495	102,495	102,495	126,270	**1,162,612**	1,285,955	(123,342)
		-	71,970	75,208	132,784	136,021	141,804	297,069	136,021	136,021	159,733	204,689	136,021	276,262	**1,903,604**	2,004,807	(108,685)
Other Local Revenue																	
8689	Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	27,170	-	**27,170**	26,304	865
		-	-	-	-	-	-	-	-	-	-	-	27,170	-	**27,170**	**26,304**	**865**
Total Revenue		**-**	**297,082**	**368,904**	**658,706**	**556,600**	**599,312**	**835,687**	**556,600**	**612,488**	**712,650**	**621,691**	**580,193**	**950,515**	**7,350,429**	**7,280,159**	**70,269**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	150,023	150,023	150,023	150,023	150,023	150,023	150,023	150,023	150,023	150,023	-	-	**1,500,229**	1,459,367	(40,862)
1170	Teachers' Substitute Hours	-	5,675	5,675	5,675	5,675	5,675	5,675	5,675	5,675	5,675	5,675	-	-	**56,749**	55,203	(1,546)
1200	Pupil Support Salaries	-	42,277	42,277	42,277	42,277	42,277	42,277	42,277	42,277	42,277	42,277	-	-	**422,768**	411,253	(11,515)
1300	Administrators' Salaries	29,569	29,569	29,569	29,569	29,569	29,569	29,569	29,569	29,569	29,569	29,569	29,569	-	**354,827**	345,163	(9,665)
		29,569	227,544	227,544	227,544	227,544	227,544	227,544	227,544	227,544	227,544	227,544	29,569	-	**2,334,574**	**2,270,986**	**(63,588)**
Classified Salaries																	
2100	Instructional Salaries	-	37,795	37,795	37,795	37,795	37,795	37,795	37,795	37,795	37,795	37,795	-	-	**377,948**	367,653	(10,294)
2200	Support Salaries	25,416	38,584	38,584	38,584	38,584	38,584	38,584	38,584	38,584	38,584	38,584	25,416	-	**436,675**	424,781	(11,894)
2300	Classified Administrators' Salaries	13,723	13,723	13,723	13,723	13,723	13,723	13,723	13,723	13,723	13,723	13,723	13,723	-	**164,671**	160,186	(4,485)
2400	Clerical and Office Staff Salaries	4,646	20,893	20,893	20,893	20,893	20,893	20,893	20,893	20,893	20,893	20,893	4,646	-	**218,221**	212,277	(5,944)
2900	Other Classified Salaries	4,193	16,461	16,461	16,461	16,461	16,461	16,461	16,461	16,461	16,461	16,461	16,461	-	**185,268**	180,222	(5,046)
		47,978	127,456	127,456	127,456	127,456	127,456	127,456	127,456	127,456	127,456	127,456	60,246	-	**1,382,783**	**1,345,120**	**(37,663)**
Benefits																	
3101	STRS	5,648	43,461	43,461	43,461	43,461	43,461	43,461	43,461	43,461	43,461	43,461	5,648	-	**445,904**	433,758	(12,145)
3301	OASDI	2,975	7,902	7,902	7,902	7,902	7,902	7,902	7,902	7,902	7,902	7,902	3,735	-	**85,733**	83,397	(2,335)
3311	Medicare	1,124	5,147	5,147	5,147	5,147	5,147	5,147	5,147	5,147	5,147	5,147	1,302	-	**53,902**	52,434	(1,468)
3401	Health and Welfare	37,739	37,739	37,739	37,739	37,739	37,739	37,739	37,739	37,739	37,739	37,739	37,739	-	**452,873**	440,538	(12,335)
3501	State Unemployment	1,960	1,960	1,960	1,960	1,960	1,960	9,800	7,840	3,920	1,960	1,960	1,960	-	**39,200**	39,200	-
3601	Workers' Compensation	620	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	719	-	**29,739**	28,929	(810)
		50,067	99,050	99,050	99,050	99,050	99,050	106,890	104,930	101,010	99,050	99,050	51,103	-	**1,107,350**	**1,078,256**	**(29,094)**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY28-29

Revised 9/06/24

ADA = 306.90

		Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula Mate	2,796	2,796	2,796	2,796	2,796	2,796	2,796	2,796	2,796	2,796	2,796	2,796	-	**33,546**	32,632	(914)
4302	School Supplies	8,209	8,209	8,209	8,209	8,209	8,209	8,209	8,209	8,209	8,209	8,209	8,209	-	**98,511**	95,828	(2,683)
4305	Software	5,293	5,293	5,293	5,293	5,293	5,293	5,293	5,293	5,293	5,293	5,293	5,293	-	**63,519**	61,789	(1,730)
4310	Office Expense	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	-	**53,674**	52,212	(1,462)
4311	Business Meals	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	-	**13,418**	13,053	(365)
4400	Noncapitalized Equipment	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	-	**36,062**	35,080	(982)
4700	Food Services	22,295	22,295	22,295	22,295	22,295	22,295	22,295	22,295	22,295	22,295	22,295	22,295	-	**267,544**	260,257	(7,287)
		47,190	47,190	47,190	47,190	47,190	47,190	47,190	47,190	47,190	47,190	47,190	47,190	-	**566,274**	**550,851**	**(15,424)**
Subagreement Services																	
5103	Substitute Teacher	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	5,891	-	**70,697**	68,772	(1,926)
5105	Security	3,601	3,601	3,601	3,601	3,601	3,601	3,601	3,601	3,601	3,601	3,601	3,601	-	**43,207**	42,031	(1,177)
5106	Other Educational Consultants	24,812	24,812	24,812	24,812	24,812	24,812	24,812	24,812	24,812	24,812	24,812	24,812	-	**297,743**	289,634	(8,110)
		34,304	34,304	34,304	34,304	34,304	34,304	34,304	34,304	34,304	34,304	34,304	34,304	-	**411,648**	**400,436**	**(11,212)**
Operations and Housekeeping																	
5201	Auto and Travel	2,330	2,330	2,330	2,330	2,330	2,330	2,330	2,330	2,330	2,330	2,330	2,330	-	**27,955**	27,194	(761)
5300	Dues & Memberships	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	-	**13,418**	13,053	(365)
5400	Insurance	4,659	4,659	4,659	4,659	4,659	4,659	4,659	4,659	4,659	4,659	4,659	4,659	-	**55,910**	54,387	(1,523)
5501	Utilities	7,455	7,455	7,455	7,455	7,455	7,455	7,455	7,455	7,455	7,455	7,455	7,455	-	**89,456**	87,020	(2,437)
5502	Janitorial Services	9,840	9,840	9,840	9,840	9,840	9,840	9,840	9,840	9,840	9,840	9,840	9,840	-	**118,082**	114,866	(3,216)
5900	Communications	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	-	**40,255**	39,159	(1,096)
5901	Postage and Shipping	224	224	224	224	224	224	224	224	224	224	224	224	-	**2,684**	2,611	(73)
		28,980	28,980	28,980	28,980	28,980	28,980	28,980	28,980	28,980	28,980	28,980	28,980	-	**347,762**	**338,290**	**(9,472)**
Facilities, Repairs and Other Leases																	
5601	Rent	29,080	29,080	29,080	29,080	29,080	29,080	29,080	29,080	29,080	29,080	29,080	29,080	-	**348,960**	348,137	(823)
5603	Equipment Leases	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	3,355	-	**40,255**	39,159	(1,096)
5604	Other Leases	9,086	9,086	9,086	9,086	9,086	9,086	9,086	9,086	9,086	9,086	9,086	9,086	-	**109,034**	106,064	(2,970)
5605	Real/Personal Property Taxes	1,211	1,211	1,211	1,211	1,211	1,211	1,211	1,211	1,211	1,211	1,211	1,211	-	**14,537**	14,141	(396)
5610	Repairs and Maintenance	2,716	2,716	2,716	2,716	2,716	2,716	2,716	2,716	2,716	2,716	2,716	2,716	-	**32,596**	31,708	(888)
		45,448	45,448	45,448	45,448	45,448	45,448	45,448	45,448	45,448	45,448	45,448	45,448	-	**545,382**	**539,209**	**(6,173)**
Professional/Consulting Services																	
5802	Audit & Taxes	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	-	**26,837**	26,106	(731)
5803	Legal	932	932	932	932	932	932	932	932	932	932	932	932	-	**11,182**	10,877	(305)
5804	Professional Development	7,874	7,874	7,874	7,874	7,874	7,874	7,874	7,874	7,874	7,874	7,874	7,874	-	**94,488**	91,915	(2,574)
5805	General Consulting	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	2,236	-	**26,837**	26,106	(731)
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	22,226	22,226	22,226	-	-	-	**66,679**	64,862	(1,816)
5807	Bank Charges	373	373	373	373	373	373	373	373	373	373	373	373	-	**4,473**	4,351	(122)
5809	Other taxes and fees	559	559	559	559	559	559	559	559	559	559	559	559	-	**6,709**	6,526	(183)
5810	Payroll Service Fee	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	-	**13,418**	13,053	(365)
5811	Management Fee	11,733	11,733	11,733	11,733	11,733	11,733	11,733	11,733	11,733	11,733	11,733	11,733	-	**140,799**	136,964	(3,835)
5812	District Oversight Fee	-	2,251	2,466	5,132	3,952	3,952	5,132	3,952	4,166	5,200	3,916	3,916	5,616	**49,652**	48,071	(1,581)
		27,062	29,313	29,528	32,194	31,014	31,014	32,194	53,240	53,455	54,488	30,978	30,978	5,616	**441,074**	**428,832**	**(12,243)**
Depreciation																	
6900	Depreciation Expense	193	193	193	193	193	193	193	193	193	193	193	193	-	**2,314**	10,528	8,214
		193	193	193	193	193	193	193	193	193	193	193	193	-	**2,314**	**10,528**	**8,214**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses		**310,790**	**639,478**	**639,692**	**642,359**	**641,178**	**641,178**	**650,199**	**669,285**	**665,579**	**664,653**	**641,143**	**328,011**	**5,616**	**7,139,161**	**6,962,507**	**(176,654)**
Monthly Surplus (Deficit)		**(310,790)**	**(342,395)**	**(270,788)**	**16,347**	**(84,578)**	**(41,867)**	**185,488**	**(112,685)**	**(53,091)**	**47,997**	**(19,451)**	**252,182**	**944,899**	**211,268**	**317,653**	**(106,385)**

Aspen Valley Prep

Monthly Cash Flow/Forecast FY28-29

Revised 9/06/24

ADA = 306.90

	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(310,790)	(342,395)	(270,788)	16,347	(84,578)	(41,867)	185,488	(112,685)	(53,091)	47,997	(19,451)	252,182	944,899	**211,268**		
Cash flows from operating activities																
Depreciation/Amortization	193	193	193	193	193	193	193	193	193	193	193	193	-	**2,314**		
Public Funding Receivables	562,760	66,798	45,914	-	-	-	250,067	-	-	-	-	-	(950,515)	**(24,976)**		
Accounts Payable	(5,319)	-	-	-	-	-	-	-	-	-	-	-	5,616	**297**		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	246,843	(275,405)	(224,682)	16,540	(84,386)	(41,674)	435,749	(112,492)	(52,898)	48,190	(19,259)	252,375				
Cash, Beginning of Month	3,199,096	3,445,940	3,170,535	2,945,853	2,962,393	2,878,008	2,836,334	3,272,082	3,159,591	3,106,693	3,154,883	3,135,624				
Cash, End of Month	**3,445,940**	**3,170,535**	**2,945,853**	**2,962,393**	**2,878,008**	**2,836,334**	**3,272,082**	**3,159,591**	**3,106,693**	**3,154,883**	**3,135,624**	**3,387,999**				

Calculator Tab

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	v.25.2a				9/6/2024	CY	v.25.2a					CY1
LOCAL CONTROL FUNDING FORMULA						**2024-25**						**2025-26**
LCFF ENTITLEMENT CALCULATION												
		COLA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage			COLA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage	
Calculation Factors		1.07%		0.00%	79.32% 79.32%			2.93%		0.00%	79.34% 79.34%	
	Current Year ADA	Base		Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base		Grade Span	Supplemental	Concentration	Total
Grades TK-3	189.72	$ 10,025		$ 1,043	$ 1,756	$ 1,750	$ 2,764,877	189.72	$ 10,319		$ 1,073	$ 1,808	$ 1,802	$ 2,846,182
Grades 4-6	117.18	10,177			1,614	1,609	1,570,243	117.18	10,475			1,662	1,657	1,616,431
Grades 7-8	-	10,478			1,662	1,656	-	-	10,785			1,711	1,706	-
Grades 9-12	-	12,144		316	1,977	1,970	-	-	12,500		325	2,035	2,029	-
Subtract Necessary Small School ADA and Funding	-	-		-			-	-	-		-			-
Total Base, Supplemental, and Concentration Grant		$ 3,094,484		$ 197,878	$ 522,301	$ 520,457	$ 4,335,120		$ 3,185,182		$ 203,569	$ 537,727	$ 536,135	$ 4,462,613
NSS Allowance		-					-		-					-
TOTAL BASE	306.90	$ 3,094,484		$ 197,878	$ 522,301	$ 520,457	$ 4,335,120	306.90	$ 3,185,182		$ 203,569	$ 537,727	$ 536,135	$ 4,462,613
ADD ONS:														
Targeted Instructional Improvement Block Grant							$ -							$ -
Home-to-School Transportation (COLA added commencing 2023-24)							-							-
Small School District Bus Replacement Program (COLA added commencing 2023-24)							-							-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	18.60		TK Add-on rate	$ 3,077.00		57,232	TK ADA	18.60		TK Add-on rate	$ 3,167.00		58,906
ECONOMIC RECOVERY TARGET PAYMENT							-							-
LCFF Entitlement Before Adjustments							$ 4,392,352							$ 4,521,519
Miscellaneous Adjustments							-							-
ADJUSTED LCFF ENTITLEMENT							**$ 4,392,352**							**$ 4,521,519**
Local Revenue (including RDA)							(357,664)							(357,664)
Gross State Aid							**$ 4,034,688**							**$ 4,163,855**
Education Protection Account Entitlement							(472,156)							(485,990)
Net State Aid							**$ 3,562,532**							**$ 3,677,865**
MINIMUM STATE AID CALCULATION														
				12-13 Rate	2024-25 ADA		N/A				12-13 Rate	2025-26 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA				$ 5,176.16	306.90		$ 1,588,564				$ 5,176.16	306.90		$ 1,588,564
2012-13 NSS Allowance (deficited)				$ -			-				$ -			-
Minimum State Aid Adjustments							-							-
Less Current Year Property Taxes/In-Lieu							(357,664)							(357,664)
Less Education Protection Account Entitlement							(472,156)							(485,990)
Subtotal State Aid for Historical RL/Charter General BG							**$ 758,744**							**$ 744,910**
Categorical Minimum State Aid							71,921							71,921
Charter School Categorical Block Grant adjusted for ADA				593.79	306.90		182,234				593.79	306.90		182,234
Minimum State Aid Guarantee Before Proration Factor							**$ 1,012,899**							**$ 999,065**
Proration Factor							0.00%							0.00%
Minimum State Aid Guarantee							**$ 1,012,899**							**$ 999,065**
CHARTER SCHOOL MINIMUM STATE AID OFFSET														
LCFF Entitlement							4,335,120							4,462,613
Minimum State Aid plus Property Taxes including RDA							1,370,563							1,356,729
Offset							-							-
Minimum State Aid Prior to Offset							1,012,899							999,065
Total Minimum State Aid with Offset							1,012,899							999,065
State Aid Before Additional State Aid							**$ 3,562,532**							**$ 3,677,865**
ADDITIONAL STATE AID							**$ -**							**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee							**$ 3,562,532**							**$ 3,677,865**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplemental							**$ 4,392,352**							**$ 4,521,519**
Change Over Prior Year				-1.70%	(75,796)						2.94%	129,167		
LCFF Entitlement Per ADA (excluding Categorical MSA)							14,312							14,733
Per-ADA Change Over Prior Year				1.66%	234						2.94%	421		
Basic Aid Status (school districts only)							-							-
LCFF SOURCES INCLUDING EXCESS TAXES														
					Increase		2024-25					Increase		2025-26
State Aid				-1.46%	(52,602)		$ 3,562,532				3.24%	115,333		$ 3,677,865
Education Protection Account							472,156							485,990
Property Taxes Net of In-Lieu Transfers				0.00%	-		-				0.00%	-		-
Charter In-Lieu Taxes				-3.30%	(12,225)		357,664				0.00%	-		357,664
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)				-1.45%	(64,827)		**$ 4,392,352**				2.63%	115,333		**$ 4,521,519**

Calculator Tab

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	v.25.2a					CY2	v.25.2a					CY3
LOCAL CONTROL FUNDING FORMULA						**2026-27**						**2027-28**
LCFF ENTITLEMENT CALCULATION												
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		3.08%	0.00%	79.09%	79.09%			3.30%	0.00%	79.09%	79.09%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	189.72	$ 10,637	$ 1,106	$ 1,858	$ 1,839	$ 2,929,141	189.72	$ 10,988	$ 1,143	$ 1,919	$ 1,900	$ 3,025,922
Grades 4-6	117.18	10,798		1,708	1,691	1,663,586	117.18	11,154		1,764	1,747	1,718,432
Grades 7-8	-	11,117		1,758	1,741	-	-	11,484		1,817	1,798	-
Grades 9-12	-	12,885	335	2,091	2,070	-	-	13,310	346	2,160	2,138	-
Subtract Necessary Small School ADA and Funding	-	-	-			-	-	-	-			-
Total Base, Supplemental, and Concentration Grant		$ 3,283,362	$ 209,830	$ 552,553	$ 546,982	$ 4,592,727		$ 3,391,669	$ 216,850	$ 570,795	$ 565,040	$ 4,744,354
NSS Allowance		-				-		-				-
TOTAL BASE	306.90	$ 3,283,362	$ 209,830	$ 552,553	$ 546,982	$ 4,592,727	306.90	$ 3,391,669	$ 216,850	$ 570,795	$ 565,040	$ 4,744,354
ADD ONS:												
Targeted Instructional Improvement Block Grant						$ -						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	18.60	TK Add-on rate	$ 3,265.00		60,729	TK ADA	18.60	TK Add-on rate	$ 3,373.00		62,738
ECONOMIC RECOVERY TARGET PAYMENT						-						-
LCFF Entitlement Before Adjustments						$ 4,653,456						$ 4,807,092
Miscellaneous Adjustments						-						-
ADJUSTED LCFF ENTITLEMENT						**$ 4,653,456**						**$ 4,807,092**
Local Revenue (including RDA)						(357,664)						(357,664)
Gross State Aid						**$ 4,295,792**						**$ 4,449,428**
Education Protection Account Entitlement						(500,959)						(517,490)
Net State Aid						**$ 3,794,833**						**$ 3,931,938**
MINIMUM STATE AID CALCULATION												
			12-13 Rate	2026-27 ADA		N/A			12-13 Rate	2027-28 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ 5,176.16	306.90		$ 1,588,564			$ 5,176.16	306.90		$ 1,588,564
2012-13 NSS Allowance (deficited)			$ -			-			$ -			-
Minimum State Aid Adjustments						-						-
Less Current Year Property Taxes/In-Lieu						(357,664)						(357,664)
Less Education Protection Account Entitlement						(500,959)						(517,490)
Subtotal State Aid for Historical RL/Charter General BG						**$ 729,941**						**$ 713,410**
Categorical Minimum State Aid						71,921						71,921
Charter School Categorical Block Grant adjusted for ADA		593.79		306.90		182,234		593.79		306.90		182,234
Minimum State Aid Guarantee Before Proration Factor						**$ 984,096**						**$ 967,565**
Proration Factor						0.00%						0.00%
Minimum State Aid Guarantee						**$ 984,096**						**$ 967,565**
CHARTER SCHOOL MINIMUM STATE AID OFFSET												
LCFF Entitlement						4,592,727						4,744,354
Minimum State Aid plus Property Taxes including RDA						1,341,760						1,325,229
Offset						-						-
Minimum State Aid Prior to Offset						984,096						967,565
Total Minimum State Aid with Offset						984,096						967,565
State Aid Before Additional State Aid						**$ 3,794,833**						**$ 3,931,938**
ADDITIONAL STATE AID						**$ -**						**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 3,794,833**						**$ 3,931,938**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Suppleme						**$ 4,653,456**						**$ 4,807,092**
Change Over Prior Year		2.92%	131,937					3.30%	153,636			
LCFF Entitlement Per ADA (excluding Categorical MSA)						15,163						15,663
Per-ADA Change Over Prior Year		2.92%	430					3.30%	500			
Basic Aid Status (school districts only)						-						-
LCFF SOURCES INCLUDING EXCESS TAXES												
			Increase			2026-27			Increase			2027-28
State Aid		3.18%	116,968			$ 3,794,833		3.61%	137,105			$ 3,931,938
Education Protection Account						500,959						517,490
Property Taxes Net of In-Lieu Transfers		0.00%	-			-		0.00%	-			-
Charter In-Lieu Taxes		0.00%	-			357,664		0.00%	-			357,664
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)		2.59%	116,968			**$ 4,653,456**		2.95%	137,105			**$ 4,807,092**

Calculator Tab

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	v.25.2a					CY4
LOCAL CONTROL FUNDING FORMULA						**2028-29**
LCFF ENTITLEMENT CALCULATION						
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		3.29%	0.00%	79.09%	79.09%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	189.72	$ 11,350	$ 1,180	$ 1,982	$ 1,962	$ 3,125,449
Grades 4-6	117.18	11,521		1,822	1,804	1,774,974
Grades 7-8	-	11,862		1,876	1,857	-
Grades 9-12	-	13,748	357	2,231	2,209	-
Subtract Necessary Small School ADA and Funding	-	-	-			-
Total Base, Supplemental, and Concentration Grant		$ 3,503,353	$ 223,870	$ 589,572	$ 583,628	$ 4,900,423
NSS Allowance		-				-
TOTAL BASE	306.90	$ 3,503,353	$ 223,870	$ 589,572	$ 583,628	$ 4,900,423
ADD ONS:						
Targeted Instructional Improvement Block Grant						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	18.60	TK Add-on rate	$ 3,484.00		64,802
ECONOMIC RECOVERY TARGET PAYMENT						-
LCFF Entitlement Before Adjustments						$ 4,965,225
Miscellaneous Adjustments						-
ADJUSTED LCFF ENTITLEMENT						**$ 4,965,225**
Local Revenue (including RDA)						(357,664)
Gross State Aid						**$ 4,607,561**
Education Protection Account Entitlement						(534,516)
Net State Aid						**$ 4,073,045**
MINIMUM STATE AID CALCULATION						
			12-13 Rate	2028-29 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ 5,176.16	306.90		$ 1,588,564
2012-13 NSS Allowance (deficited)			$ -			-
Minimum State Aid Adjustments						-
Less Current Year Property Taxes/In-Lieu						(357,664)
Less Education Protection Account Entitlement						(534,516)
Subtotal State Aid for Historical RL/Charter General BG						**$ 696,384**
Categorical Minimum State Aid						71,921
Charter School Categorical Block Grant adjusted for ADA			593.79	306.90		182,234
Minimum State Aid Guarantee Before Proration Factor						**$ 950,539**
Proration Factor						0.00%
Minimum State Aid Guarantee						**$ 950,539**
CHARTER SCHOOL MINIMUM STATE AID OFFSET						
LCFF Entitlement						4,900,423
Minimum State Aid plus Property Taxes including RDA						1,308,203
Offset						-
Minimum State Aid Prior to Offset						950,539
Total Minimum State Aid with Offset						950,539
State Aid Before Additional State Aid						**$ 4,073,045**
ADDITIONAL STATE AID						**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 4,073,045**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Suppleme						**$ 4,965,225**
Change Over Prior Year			3.29%	158,133		
LCFF Entitlement Per ADA (excluding Categorical MSA)						16,179
Per-ADA Change Over Prior Year			3.29%	516		
Basic Aid Status (school districts only)						-
LCFF SOURCES INCLUDING EXCESS TAXES						
				Increase		2028-29
State Aid			3.59%	141,107		$ 4,073,045
Education Protection Account						534,516
Property Taxes Net of In-Lieu Transfers			0.00%	-		-
Charter In-Lieu Taxes			0.00%	-		357,664
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			3.12%	141,107		**$ 4,965,225**

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	9/6/2024				
	2024-25	**2025-26**	**2026-27**	**2027-28**	**2028-29**
General Assumptions					
COLA & Augmentation	*1.07%*	*2.93%*	*3.08%*	*3.30%*	*3.29%*
Base Grant Proration Factor	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Add-on, ERT & MSA Proration Factor	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Student Assumptions:					
Enrollment Count	*330*	*330*	*330*	*330*	*330*
Unduplicated Pupil Count (UPC)	*261*	*261*	*261*	*261*	*261*
Unduplicated Pupil Percentage (UPP)	*79.32%*	*79.34%*	*79.09%*	*79.09%*	*79.09%*
Current Year LCFF Average Daily Attendance (ADA)	*306.90*	*306.90*	*306.90*	*306.90*	*306.90*
Funded LCFF ADA	*306.90*	*306.90*	*306.90*	*306.90*	*306.90*
LCFF ADA Funding Method	*Current Year*	*Current Year*	*Current Year*	*Current Year*	*Current Year*
Current Year Necessary Small School (NSS) ADA	-	-	-	-	-
Funded NSS ADA	-	-	-	-	-
NSS ADA Funding Method(s)					

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	9/6/2024				
	2024-25	**2025-26**	**2026-27**	**2027-28**	**2028-29**
LCFF Entitlement Summary					
Base Grant	$3,094,484	$3,185,182	$3,283,362	$3,391,669	$3,503,353
Grade Span Adjustment	197,878	203,569	209,830	216,850	223,870
Adjusted Base Grant	$3,292,362	$3,388,751	$3,493,192	$3,608,519	$3,727,223
Supplemental Grant	522,301	537,727	552,553	570,795	589,572
Concentration Grant	520,457	536,135	546,982	565,040	583,628
Total Base, Supplemental and Concentration Grant	$4,335,120	$4,462,613	$4,592,727	$4,744,354	$4,900,423
Allowance: Necessary Small School	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-
Add-on: Transitional Kindergarten	57,232	58,906	60,729	62,738	64,802
Total Allowance and Add-On Amounts	$57,232	$58,906	$60,729	$62,738	$64,802
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$4,392,352**	**$4,521,519**	**$4,653,456**	**$4,807,092**	**$4,965,225**
Miscellaneous Adjustments	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 4,392,352**	**$ 4,521,519**	**$ 4,653,456**	**$ 4,807,092**	**$ 4,965,225**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 14,312	$ 14,733	$ 15,163	$ 15,663	$ 16,179
Additional State Aid	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	4,392,352	4,521,519	4,653,456	4,807,092	4,965,225
LCFF Sources Summary					
Funding Source Summary					
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	*$ 357,664*	*$ 357,664*	*$ 357,664*	*$ 357,664*	*$ 357,664*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 472,156	$ 485,990	$ 500,959	$ 517,490	$ 534,516
Net State Aid *(excludes Additional State Aid)*	$ 3,562,532	$ 3,677,865	$ 3,794,833	$ 3,931,938	$ 4,073,045
Additional State Aid	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 4,392,352**	**$ 4,521,519**	**$ 4,653,456**	**$ 4,807,092**	**$ 4,965,225**
Funding Source by Resource-Object					
State Aid (Resource Code 0000, Object Code 8011)	$ 3,562,532	$ 3,677,865	$ 3,794,833	$ 3,931,938	$ 4,073,045
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 472,156	$ 485,990	$ 500,959	$ 517,490	$ 534,516
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -
In-Lieu of Property Taxes (Object Code 8096)	357,664	357,664	357,664	357,664	357,664
Entitlement and Source Reconciliation					
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 4,392,352	$ 4,521,519	$ 4,653,456	$ 4,807,092	$ 4,965,225
Additional State Aid	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ 4,392,352	$ 4,521,519	$ 4,653,456	$ 4,807,092	$ 4,965,225

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	9/6/2024				
	2024-25	**2025-26**	**2026-27**	**2027-28**	**2028-29**
LCAP Percentage to Increase or Improve Services Calculation					
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ 3,349,594	$ 3,447,657	$ 3,553,921	$ 3,671,257	$ 3,792,025
Supplemental and Concentration Grant funding in the LCAP year	$ 1,042,758	$ 1,073,862	$ 1,099,535	$ 1,135,835	$ 1,173,200
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 120,106	$ 123,724	$ 126,227	$ 130,394	$ 134,684
Percentage to Increase or Improve Services	31.13%	31.15%	30.94%	30.94%	30.94%

Aspen Valley Prep Academy (106740) - 2024/25 - 2028/29 Budget	9/6/2024				
	2024-25	**2025-26**	**2026-27**	**2027-28**	**2028-29**
PER-ADA FUNDING LEVELS					
Base, Supplemental and Concentration Rate per ADA					
Grades TK-3	$ 14,573.46	$ 15,002.01	$ 15,439.29	$ 15,949.41	$ 16,474.01
Grades 4-6	$ 13,400.26	$ 13,794.42	$ 14,196.83	$ 14,664.89	$ 15,147.41
Grades 7-8	$ 13,796.59	$ 14,202.66	$ 14,616.24	$ 15,098.76	$ 15,595.74
Grades 9-12	$ 16,406.33	$ 16,889.11	$ 17,381.19	$ 17,954.43	$ 18,544.76
Base Grants					
Grades TK-3	$ 10,025	$ 10,319	$ 10,637	$ 10,988	$ 11,350
Grades 4-6	$ 10,177	$ 10,475	$ 10,798	$ 11,154	$ 11,521
Grades 7-8	$ 10,478	$ 10,785	$ 11,117	$ 11,484	$ 11,862
Grades 9-12	$ 12,144	$ 12,500	$ 12,885	$ 13,310	$ 13,748
Grade Span Adjustment					
Grades TK-3	$ 1,043	$ 1,073	$ 1,106	$ 1,143	$ 1,180
Grades 9-12	$ 316	$ 325	$ 335	$ 346	$ 357
Supplemental Grant	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	$ 2,214	$ 2,278	$ 2,349	$ 2,426	$ 2,506
Grades 4-6	$ 2,035	$ 2,095	$ 2,160	$ 2,231	$ 2,304
Grades 7-8	$ 2,096	$ 2,157	$ 2,223	$ 2,297	$ 2,372
Grades 9-12	$ 2,492	$ 2,565	$ 2,644	$ 2,731	$ 2,821
Actual - 1.00 ADA, Local UPP as follows:	*79.32%*	*79.34%*	*79.09%*	*79.09%*	*79.09%*
Grades TK-3	$ 1,756	$ 1,808	$ 1,858	$ 1,919	$ 1,982
Grades 4-6	$ 1,614	$ 1,662	$ 1,708	$ 1,764	$ 1,822
Grades 7-8	$ 1,662	$ 1,711	$ 1,758	$ 1,817	$ 1,876
Grades 9-12	$ 1,977	$ 2,035	$ 2,091	$ 2,160	$ 2,231
Concentration Grant (>55% population)	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	$ 7,194	$ 7,405	$ 7,633	$ 7,885	$ 8,145
Grades 4-6	$ 6,615	$ 6,809	$ 7,019	$ 7,250	$ 7,489
Grades 7-8	$ 6,811	$ 7,010	$ 7,226	$ 7,465	$ 7,710
Grades 9-12	$ 8,099	$ 8,336	$ 8,593	$ 8,876	$ 9,168
Actual - 1.00 ADA, Local UPP >55% as follows:	*24.3200%*	*24.3400%*	*24.0900%*	*24.0900%*	*24.0900%*
Grades TK-3	$ 1,750	$ 1,802	$ 1,839	$ 1,900	$ 1,962
Grades 4-6	$ 1,609	$ 1,657	$ 1,691	$ 1,747	$ 1,804
Grades 7-8	$ 1,656	$ 1,706	$ 1,741	$ 1,798	$ 1,857
Grades 9-12	$ 1,970	$ 2,029	$ 2,070	$ 2,138	$ 2,209

Budget Narrative & Cash Flow Statement

Below is the financial information and narrative for the proposal of Aspen Valley Prep Academy ("AVP"). The financial statements include a 5-year pro-forma annual budget and monthly cash flow statement (5 years of operations for 2024-25 through 2028-29 inclusive).

Students: Enrollment, Demographics and Average Daily Attendance

Revenues for AVP will largely depend on the number of students enrolled and their attendance. Average Daily Attendance (ADA) is the aggregate attendance during a reporting period divided by the number of days the school is in session during that period. ADA is used to calculate many of the revenue sources. To allow for conservatism, this budget assumes a 93% attendance rate.

The following table shows AVP's projected enrollment and ADA.

Table A: Enrollment & ADA

	2024-25	**2025-26**	**2026-27**	**2027-28**	**2028-29**
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Projected Enrollment & ADA by Grade					
TK	20	20	20	20	20
K	46	46	46	46	46
1st Grade	46	46	46	46	46
2nd Grade	46	46	46	46	46
3rd Grade	46	46	46	46	46
4th Grade	46	46	46	46	46
5th Grade	40	40	40	40	40
6th Grade	40	40	40	40	40
Total Projected Enrollment	**330**	**330**	**330**	**330**	**330**
Average Daily Attendance (ADA)					
ADA %	93%	93%	93%	93%	93%
Total	**306.90**	**306.90**	**306.90**	**306.90**	**306.90**

Revenues

Factoring in all revenues at the school, per-pupil funding is expected to be around $22,000/ADA at AVP. LCFF state revenue streams provide the largest source of funding making up about 65% of AVP's total revenues. All revenues are monitored throughout the year as various funding estimates are refined and recalculated.

Table B: Summary of Projected Revenues

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Summary of Revenue Programs					
State Aid - Revenue Limit	$4,392,352	$4,521,519	$4,653,456	$4,807,092	$4,965,225
Federal Revenue	411,460	418,876	429,843	441,956	454,430
Other State Revenue	1,942,185	1,918,819	1,960,216	2,004,807	1,903,604
Other Local Revenue	24,000	24,703	25,464	26,304	27,170
Total Revenues	**$6,769,998**	**$6,883,918**	**$7,068,979**	**$7,280,159**	**$7,350,429**
State Revenues as % of Total	*64.9%*	*65.7%*	*65.8%*	*66.0%*	*67.6%*
Revenues per ADA	*$22,059*	*$22,430*	*$23,033*	*$23,722*	*$23,951*

State Revenues

State Revenues are estimated based on specific programs as identified below, with the majority of funding dependent upon the annual State budget and the school's student population.

Principal Apportionment

The LCFF FCMAT calculator (FCMAT Version v25.2a released 8/16/24) was used to determine the LCFF projections for each year of the above revenue projections which are based on expected student ADA and the expected unduplicated count of students at AVP of 79%. This rate is consistent with the demographics of Fresno Unified as a whole.

These projections show that in year 1, a total of $472,156 of the principal apportionment ADA funding will be disbursed via the Education Protection Account. Approximately 8% of the LCFF revenues (or $1,165 per ADA) are projected to be disbursed via In-Lieu Property Taxes (ILPT). This rate is consistent with the ILPT of Fresno Unified School District during P2 FY23-24.

Table C: Projected State Revenues

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
State Aid - Revenue Limit					
LCFF State Aid	$3,562,532	$3,677,865	$3,794,833	$3,931,937	$4,073,045
Education Protection Account	472,156	485,990	500,959	517,490	534,516
In Lieu of Property Taxes	357,664	357,664	357,664	357,664	357,664
Total State Revenue	**$4,392,352**	**$4,521,519**	**$4,653,456**	**$4,807,092**	**$4,965,225**

Federal Revenues

Special Education

AVP provides special education services and will work with the El Dorado Charter Special Education Local Planning Area (SELPA) to ensure resources are provided to ensure compliant, efficient and effective delivery of services. AVP's state special education funding includes general state aid of $865/ADA net of SELPA fees. The school's projected state special ed revenue, within the "Other State Revenue" category includes Educational Related Mental Health Services (ERMHS) level 2 funding at

approximately $75/ADA. In addition to state special education funding, the revenue projection for AVP also assumes $160/ADA of federal special education funding.

Free and Reduced-Price Meal Eligibility

The federally funded National School Lunch Program provides free and reduced-price meals for lunch and breakfast to eligible students, based on parent/guardian income levels. For this budget, we assume that the percentage of our students eligible to receive federal funding reimbursements will be about 79%. Food expenses for this program are shown below; serving staff expenses are included in classified salaries and benefits.

Title Programs

Based on roughly 79% of students qualifying for free and reduced prices meals, AVP has also included Federal Title funds.

Table D: Projected Federal Revenues

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Federal Revenue					
Special Education - Entitlement	$55,520	$52,800	$52,800	$52,800	$52,800
Federal Child Nutrition	224,293	230,865	237,976	245,829	253,917
Title I, Part A - Basic Low Income	109,864	113,083	116,566	120,413	124,374
Title II, Part A - Teacher Quality	11,783	12,128	12,502	12,914	13,339
Other Federal Revenue	10,000	10,000	10,000	10,000	10,000
Total Federal Revenue	**$411,460**	**$418,876**	**$429,843**	**$441,956**	**$454,430**

Other State Revenues

Lottery & Mandated Block Grant

Lottery funding is based upon a projection of $273 per ADA per year. Lottery funds are mainly allocated for general purpose use with nearly 30% of the funds restricted for instructional materials. Projections for the Mandate Block Grant are assumed at $20.06/ADA for grades K-8 (2024/25 rate.)

Charter School Facility Grant (SB740)

AVP is projecting to have a FRPM Eligibility of over the 55% requirement to qualify for the SB740 facility grant. As a result, the budget does include the SB740 funding based on the lesser of $ $1,432 per ADA or 75% of the budgeted lease cost.

After School Education and Safety (ASES) and Expanded Learning Opportunity Program (ELOP)

AVP participate in both the ASES and ELOP programs, extending the learning day to 9 hours and requiring the school to be open for 30 non-instructional days. ASES revenue is budgeted at $154,567 annually, and ELOP is budgeted starting at $677,000 annually (adjusted for COLA). Additional ELOP funding is available if the school increases eligible expenses. Extended day expenses have been included (discussed later) in the staff and contracted services expense categories.

California Community Schools Partnership Program (CCSPP)

The California Community Schools Partnership Program (CCSPP) Implementation Grant has been awarded to Aspen Public Schools for the years 2024-25 through 2028-29. Each 2024-25 through 2027-28, AVP has budgeted $250,000 and $187,000 in FY 2028-29 (Year 5) to support community schools in an effort to help the "whole-child" school improvement strategy where the local educational agency and schools work closely with teachers, students, and families. Community school partners with community agencies and local government to align community resources to improve student outcomes.

Learning Recovery Emergency Block Grant (LREBG)

The Learning Recovery Emergency Block Grant (LREBG) provides funding to AVP to be used for learning recovery initiatives through the 2027-28 school year that, at a minimum, support academic learning recovery, and staff and pupil social and emotional well-being. As of 2024-25, AVP has budgeted $338,222, which the school plans to spend in equal portions ($84,555) over the next 4-years.

Prop 28 Arts and Music in Schools (AMS)

AVP has budgeted $52,173 annually for AMS funding to expand eligible arts and music programs.

Table E: Projected Other State Revenues

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Other State Revenue					
State Special Education	$274,577	$273,281	$281,699	$290,995	$300,568
Child Nutrition	57,192	58,867	60,680	62,683	64,745
School Facilities (SB740)	$245,636	$252,662	$259,913	$267,191	$274,672
Mandated Cost	6,367	5,783	6,156	6,156	6,156
State Lottery	$83,784	$86,239	$88,895	$91,828	$94,849
Other State Revenue	$1,274,630	$1,241,987	$1,262,873	$1,285,955	$1,162,612
Total Other State Revenue	**$1,942,185**	**$1,918,819**	**$1,960,216**	**$2,004,807**	**$1,903,604**

Other Local Revenues

Although AVP does intend to utilize fundraising, this revenue has been excluded from the budget to be conservative. Approximately $24,000 has been budgeted annually for E-Rate support for eligible communications expenses.

Expenditures

The projected expenditures through 2028-29 are shown below and are followed by a summary of assumptions for some of the larger expenses.

Table F: Summary of Projected Expenses

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Summary of Projected Expenses					
Certificated Salaries	$2,087,787	$2,147,497	$2,209,130	$2,270,986	$2,334,574
Classified Salaries	1,236,609	1,271,976	1,308,482	1,345,120	1,382,783
Employee Benefits	994,436	1,021,756	1,049,955	1,078,256	1,107,350
Total Compensation	**$4,318,832**	**$4,441,229**	**$4,567,568**	**$4,694,362**	**$4,824,706**
Books and Supplies	506,414	520,897	535,847	550,851	566,274
Subagreement Services	368,133	378,662	389,529	400,436	411,648
Operations and Housekeeping	311,000	319,895	329,076	338,290	347,762
Facilities, Repairs and Other Leases	603,173	597,588	545,339	539,209	545,382
Professional/Consulting Services	393,968	405,271	416,924	428,832	441,074
Depreciation	20,038	10,528	10,528	10,528	2,314
Interest	-	-	-	-	-
Total Non-Comp	**$2,202,726**	**$2,232,841**	**$2,227,243**	**$2,268,145**	**$2,314,454**
Total Expenses	**$6,521,558**	**$6,674,070**	**$6,794,810**	**$6,962,507**	**$7,139,161**

Total Compensation - Salaries and Employee Benefits

Total compensation costs (salary and benefits) at capacity remain relatively constant near 67% of total expenditures. “Compensation” includes the salary costs of all staff, including those who work full-time and part-time, and includes all staff benefits including STRS, social security, Medicare, and workers’ compensation.

AVP’s teacher staffing levels are based upon enrollment projections. Ratios of Students to Certificated Teachers to is expected to be below 20:1 over the course of the full 5 years of operations. However, that ratio is below 10:1 when including all staff who are in Student/Program support roles.

Table G: Instructional Staff Ratio

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Instructional Staff Ratio					
School Attendance	330.0	330.0	330.0	330.0	330.0
Certificated Teacher	22.0	22.0	22.0	22.0	22.0
Certificated Pupil Support (including SPED)	5.0	5.0	5.0	5.0	5.0
Classified Instructional Aides	13.0	13.0	13.0	13.0	13.0
Total Instructional Staff	**40.0**	**40.0**	**40.0**	**40.0**	**40.0**
Student : Instructional Staff Ratio	*8.3*	*8.3*	*8.3*	*8.3*	*8.3*

The staffing tables associated with our financial projections are shown below:

Table H: Staffing Summary

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Total Staffing					
Instructional Staff					
Teachers					
TK-K	3.0	3.0	3.0	3.0	3.0
1st Grade	2.0	2.0	2.0	2.0	2.0
2nd Grade	2.0	2.0	2.0	2.0	2.0
3rd Grade	2.0	2.0	2.0	2.0	2.0
4th Grade	2.0	2.0	2.0	2.0	2.0
5th Grade	2.0	2.0	2.0	2.0	2.0
6th Grade	2.0	2.0	2.0	2.0	2.0
Other - Specialties	7.0	7.0	7.0	7.0	7.0
Total Teacher	**22.0**	**22.0**	**22.0**	**22.0**	**22.0**
Other Instructional Staff					
Certificated Pupil Support (including SPED)	5.0	5.0	5.0	5.0	5.0
Classified Instructional Aides	13.0	13.0	13.0	13.0	13.0
Total Other Instructional Staff	**18.0**	**18.0**	**18.0**	**18.0**	**18.0**
Total Instructional Staff	**40.0**	**40.0**	**40.0**	**40.0**	**40.0**
Administrative Staff - Certified					
Site Director	1.0	1.0	1.0	1.0	1.0
Assistant Site Director	1.0	1.0	1.0	1.0	1.0
Academics/Student Services	1.0	1.0	1.0	1.0	1.0
Total Administrative Staff - Certified	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**
Support and Administrative Staff					
Support Staff - Classified (FTE)	9.0	9.0	9.0	9.0	9.0
Administrative - Classified (FTE)	2.0	2.0	2.0	2.0	2.0
Clerical Staff - Classified (FTE)	4.0	4.0	4.0	4.0	4.0
Extended Day - Classified (FTE)	4.0	4.0	4.0	4.0	4.0
Total Classified Staff	**19.0**	**19.0**	**19.0**	**19.0**	**19.0**
Total Staffing	**62.0**	**62.0**	**62.0**	**62.0**	**62.0**

The average salary structure for key FTE staff positions is listed in the table below. The budget assumes an approximately 2.8% cost of living adjustment every year based on current state guidance. Note that the projected total salary amounts in Table E also includes support staff costs.

Table I: Average Budgeted Salary by Position

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Average Budgeted Salary by Position					
Teacher (including SPED)	$63,888	$65,715	$67,601	$69,494	$71,439
Administrative Staff - Certified	$105,773	$108,798	$111,920	$115,054	$118,276
Classified Staff (Support and Adminsitrative)	$38,644	$39,749	$40,890	$42,035	$43,212

Table J: Employee Benefits

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Employee Benefits					
STRS	$398,767	$410,172	$421,944	$433,758	$445,904
OASDI	76,670	78,863	81,126	83,397	85,733
Medicare	48,204	49,582	51,005	52,434	53,902
Health and Welfare	405,000	416,583	428,539	440,538	452,873
State Unemployment	39,200	39,200	39,200	39,200	39,200
Workers' Compensation	26,595	27,356	28,141	28,929	29,739
Total Benefits	**$994,436**	**$1,021,756**	**$1,049,955**	**$1,078,256**	**$1,107,350**

The table above lists the total projected annual employer costs for all employee benefits, on a year-by-year basis. Within employee benefits, most benefits are statutory and are determined by either state or federal mandate and are based on current rate factors. These benefits differ by type of employee (i.e. certificated or classified) and by whether they are full-time, part-time and/or hourly employees. AVP's employees participate in different combinations of STRS, Social Security, Medicare, and workers' compensation depending on position. For full-time certificated employees, who participate in the State Teachers' Retirement System (and not in the Federal Social Security system), the employer contribution is expected to remain at 19.10% per the Governor's proposed budget in 2024-25 and remains flat for all subsequential years.

Books and Supplies and Food Services

Many of the core programming cost projections are based upon a per pupil allotment for instructional supplies, online curricula, project materials and some assessments. These costs and additional enrichment/field trip opportunities for students may be supplemented in the future by private funding as it is secured, thus these estimates are conservative. AVP will provide breakfast and lunch for all students and will participate in the National Free and Reduced Lunch Program.

Table K: Books, Supplies, & Food Services

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Books & Supplies					
Textbooks and Core Curricula	$30,000	$30,858	$31,744	$32,632	$33,546
School Supplies	88,097	90,617	93,218	95,828	98,511
Software	56,804	58,429	60,106	61,789	63,519
Office Expense	48,000	49,373	50,790	52,212	53,674
Business Meals	12,000	12,343	12,697	13,053	13,418
Noncapitalized Equipment	32,250	33,172	34,124	35,080	36,062
Food Services	239,262	246,105	253,168	260,257	267,544
Total Books & Supplies	**$506,414**	**$520,897**	**$535,847**	**$550,851**	**$566,274**

Other Expenses

Many of the operating cost projections are based upon historical averages experienced at other independent charter schools, such as communication costs, utilities, insurance, and copier lease costs.

Table L: Subagreement Services

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Subagreement Services					
Substitutes	$63,224	$65,032	$66,899	$68,772	$70,697
Other Educational Consultants - Extended Day	266,269	273,884	281,745	289,634	297,743
Total Subagreement Services	**$368,133**	**$378,662**	**$389,529**	**$400,436**	**$411,648**

Table M: Professional Services

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Professional Services					
Audit & Taxes	$24,000	$24,686	$25,395	$26,106	$26,837
Legal	10,000	10,286	10,581	10,877	11,182
Professional Development	84,500	86,917	89,411	91,915	94,488
General Consulting	24,000	24,686	25,395	26,106	26,837
Special Activities/Field Trips	59,630	61,335	63,096	64,862	66,679
Bank Charges	4,000	4,114	4,232	4,351	4,473
Other taxes and fees	6,000	6,172	6,349	6,526	6,709
Payroll Service Fee	12,000	12,343	12,697	13,053	13,418
Management Fee	125,915	129,516	133,233	136,964	140,799
District Oversight Fee	43,924	45,215	46,535	48,071	49,652
Total Professional Services	**$393,968**	**$405,271**	**$416,924**	**$428,832**	**$441,074**

Management Fee

AVP has contracted with Charter Impact to provide financial management services including financial reporting, accounts payable, and general accounting. Fees for these services are budgeted at 1.75% of total revenue. Charter Impact also provides hourly based support for attendance, CALPADS and other student data needs. These fees have also been included in the Management Fee account within the budget.

Authorizer Oversight Fee

AVP has projected that it will be required to pay a fee of 1% of general purpose revenues.

Table N: Facilities, Repairs and Other Leases Expenses

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Facilities, Repairs and Other Leases					
Rent	$427,515	$416,906	$359,471	$348,137	$348,960
Equipment Leases	36,000	37,030	38,092	39,159	40,255
Other Leases	97,508	100,297	103,175	106,064	109,034
Real/Personal Property Taxes	13,000	13,372	13,756	14,141	14,537
Repairs and Maintenance	29,150	29,984	30,844	31,708	32,596
Total Facilities, Repairs and Other Leases	**$603,173**	**$597,588**	**$545,339**	**$539,209**	**$545,382**

Table O: Operations and Housekeeping

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Operations and Housekeeping					
Auto and Travel	$25,000	$25,715	$26,453	$27,194	$27,955
Dues & Memberships	12,000	12,343	12,697	13,053	13,418
Insurance	50,000	51,430	52,906	54,387	55,910
Utilities	80,000	82,288	84,650	87,020	89,456
Janitorial Services	105,600	108,620	111,738	114,866	118,082
Communications	36,000	37,030	38,092	39,159	40,255
Postage and Shipping	2,400	2,469	2,539	2,611	2,684
Total Operations and Housekeeping	**$311,000**	**$319,895**	**$329,076**	**$338,290**	**$347,762**

Table P: Depreciation

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Depreciation & Interest					
Depreciation	$20,038	$10,528	$10,528	$10,528	$2,314
Total Depreciation & Interest	**$20,038**	**$10,528**	**$10,528**	**$10,528**	**$2,314**

Cash Flow

Ending Cash Balance

The cash balance at the end of 2024-25 through 2028-29 is projected to maintain a 40%+ cash reserve. At the end of Year 5, AVP is projected to have a cash balance of almost $3.4 million representing 47% of expenses.

Table Q: Statement of Activities & Cash Balance

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Statement of Activities					
Revenues					
State Aid - Revenue Limit	$4,392,352	$4,521,519	$4,653,456	$4,807,092	$4,965,225
Federal Revenue	411,460	418,876	429,843	441,956	454,430
Other State Revenue	1,942,185	1,918,819	1,960,216	2,004,807	1,903,604
Other Local Revenue	24,000	24,703	25,464	26,304	27,170
Total Revenues	**$6,769,998**	**$6,883,918**	**$7,068,979**	**$7,280,159**	**$7,350,429**
Expenses					
Certificated Salaries	$2,087,787	$2,147,497	$2,209,130	$2,270,986	$2,334,574
Classified Salaries	1,236,609	1,271,976	1,308,482	1,345,120	1,382,783
Employee Benefits	994,436	1,021,756	1,049,955	1,078,256	1,107,350
Books & Supplies	506,414	520,897	535,847	550,851	566,274
Subagreement Services	368,133	378,662	389,529	400,436	411,648
Operations and Housekeeping	311,000	319,895	329,076	338,290	347,762
Facilities, Repairs and Other Leases	603,173	597,588	545,339	539,209	545,382
Professional Services	393,968	405,271	416,924	428,832	441,074
Depreciation and Interest	20,038	10,528	10,528	10,528	2,314
Total Expenses	**$6,521,558**	**$6,674,070**	**$6,794,810**	**$6,962,507**	**$7,139,161**
Increase/(Decrease) of Net Assets	**$248,439**	**$209,848**	**$274,169**	**$317,653**	**$211,268**
	3.8%	3.1%	4.0%	4.6%	3.0%
Beginning Cash Balance	3,389,124	2,859,506	2,825,489	2,992,351	3,199,096
Ending Cash Balance	**$2,859,506**	**$2,825,489**	**$2,992,351**	**$3,199,096**	**$3,387,999**
Cash Balance (% of Expenditures)	**43.8%**	**42.3%**	**44.0%**	**45.9%**	**47.5%**

Revenues

Since revenues fluctuate and are received from multiple sources, accurate cash projections are vital to maintenance of a healthy financial position. The greatest cash flow challenge is correctly predicting the flow of federal and state revenue sources. California law specifies the payment schedule for State Aid funds. Although this schedule is subject to legislative and regulatory change, the California Department of Education (CDE) has committed to a 5-5-9 payment schedule. We have used this schedule to project our cash flow position AVP. To be conservative, we have assumed that all funds will be received in the month following their scheduled payment. We assumed no deferrals in these projections.

Fund Balance

The fund balance is expected to be above the CDE-recommended levels in each year of operations and grow to 60%+ by the end of year 5.

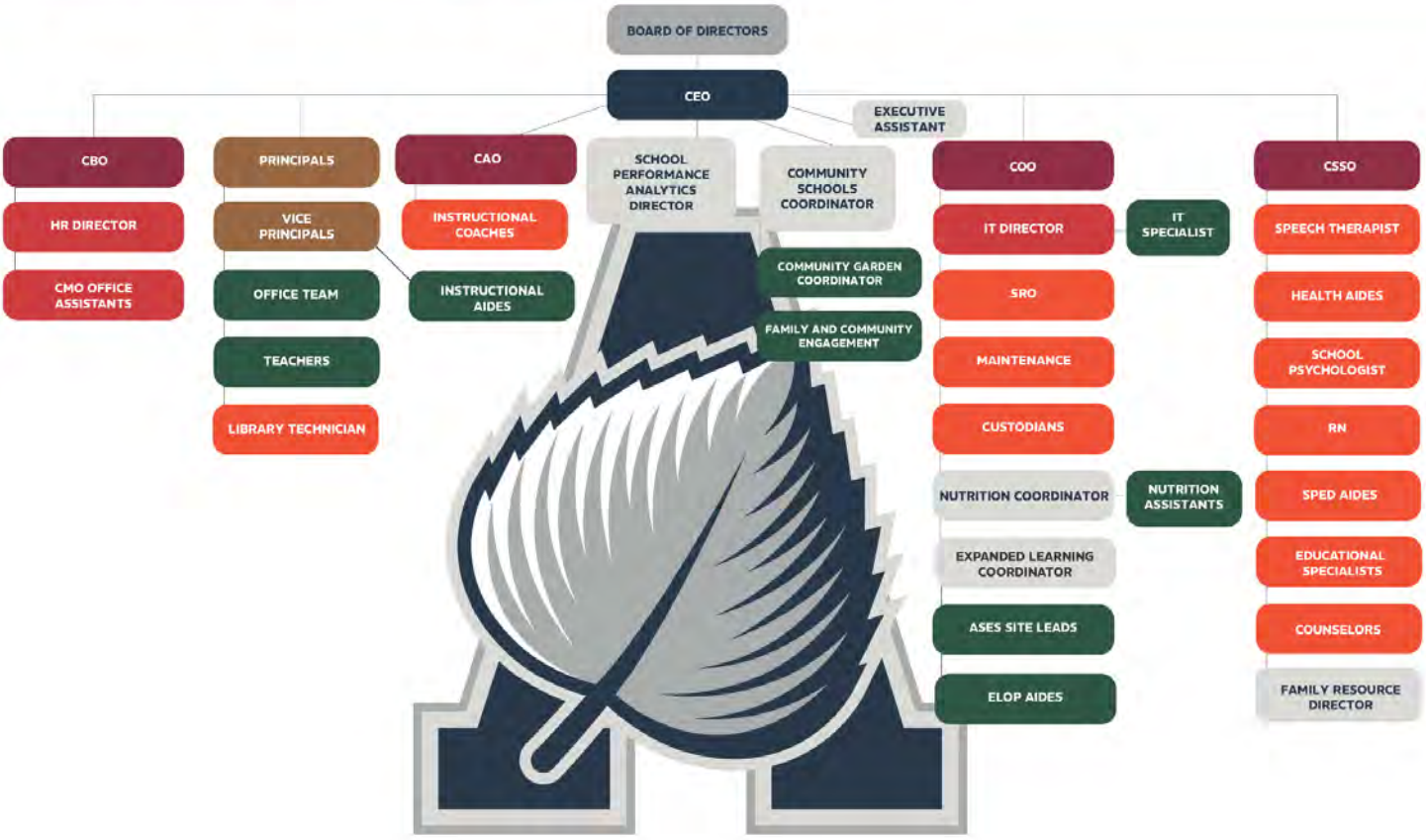
Table R: Statement of Fund Balance

	2024-25	2025-26	2026-27	2027-28	2028-29
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Fund Balance					
Beginning Fund Balance	$3,303,107	$3,551,547	$3,761,395	$4,035,564	$4,353,216
Increase/(Decrease) in Net Assets	248,439	209,848	274,169	317,653	211,268
Ending Fund Balance	**$3,551,547**	**$3,761,395**	**$4,035,564**	**$4,353,216**	**$4,564,484**
Fund Balance (% of Expenditures)	**54.5%**	**56.4%**	**59.4%**	**62.5%**	**63.9%**

ASPEN | VALLEY PREP ACADEMY

Transforming the Community by Developing Exceptional Leaders

ASPEN | PUBLIC SCHOOLS Organizational Chart



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FILED
Secretary of State
State of California
NOV 04 2015
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CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the President and Secretary, respectively, of Valley Preparatory Academy, Incorporated, a California nonprofit public benefit corporation.

2. Article II of the Articles of Incorporation of this Corporation is amended to read as follows:

   The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools, including, but not limited to, Valley Preparatory Academy Charter School and Aspen Public School.

3. The foregoing amendments of Articles of Incorporation have been duly approved by the Board of Directors.

4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 10-27-15

John Grice, President

Date: 10/27/15

Carrie Zulewski, Secretary

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 05 2015

Date: _____

ALEX PADILLA, Secretary of State

A0804407

next

Secretary of State
Certificate of Amendment of Articles of Incorporation
Name Change Only - Nonprofit

AMDT-NP-NA

IMPORTANT — Read Instructions before completing this form.

Filing Fee – $30.00

Copy Fees – First Page $1.00 & .50 for each attachment page;
Certification Fee – $5.00

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Secretary of State
State of California
OCT 19 2017

ICC

This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

ASPEN PUBLIC SCHOOLS

2. 7-Digit Secretary of State File Number

C2639965

3. New Corporation Name

Item 3a: Enter the number, letter, or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). **See Instructions** if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.

Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:

3b. The name of the corporation is ASPEN PUBLIC SCHOOLS INCORPORATED

4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Member approval was (**check one**):

☐ By the required vote of the members in accordance with California Corporations Code section 5812, 7812, or 12502.

☑ Not required because the corporation has no members.

5. Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

Date	Signature	Type or Print Name of President
10/18/2017	Shelly Lether	SHELLY LETHER
10/18/2017	Carrie Zulewski	CARRIE ZULEWSKI

Date	Signature	Type or Print Name of Secretary

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 26 2017

Date: _____

ALEX PADILLA, Secretary of State

BYLAWS
OF
ASPEN PUBLIC SCHOOLS, INCORPORATED
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this Corporation is Aspen Public Schools, Incorporated.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is 4221 N. Hughes Ave., Fresno, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public charter schools, including, but not limited to, Aspen Valley Prep Academy and Aspen Meadow Public School. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than seven (7), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the charter authorizer, shall be designated by the existing Board of Directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERMS. Each director shall hold office for 2 years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director

may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Board designated director shall be filled as provided in Section 12. The representative appointed by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the boundaries of the granting agencies designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item

of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;[1]

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[2]

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

[1] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

[2] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

c. Fix compensation of the directors for serving on the Board of Directors or on any committee;

d. Amend or repeal bylaws or adopt new bylaws;

e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth

in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification. Officers shall not also be directors (Board members).

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. PRESIDENT. The President, also known as the Executive Director, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings;

and the vote or abstention of each board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

a. Adequate and correct books and records of account;
b. Written minutes of the proceedings of the Board and committees of the Board; and
c. Such reports and records as required by law.

ARTICLE XV

INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

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

b. The principal changes in assets and liabilities, including trust funds;

c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The Corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND

INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

(a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is either:

(1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) The amount and circumstances of any indemnifications aggregating more than $10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the Corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Valley Preparatory Academy, Incorporated, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of the Corporation as adopted by the Board of Directors on May 30, 2017; and that these bylaws have not been amended or modified since that date.

Executed on June 28, 2017 at Fresno, California.

_____, President
John Grice

_____, Secretary
Carrie Zulewski

Aspen Public Schools | Academic 2025-2026 Calendar {FINAL}

For up to date info:
valley.aspenps.org
meadow.aspenps.org
ridge.aspenps.org

***Important:**
Aspen Ridge 9th-12th begins school on **8/14**
Aspen Ridge 7th – 8th begins school on **8/18**
Aspen Valley/Meadow begin **8/18**

1	Holiday/No School
1	Not in session/No School
1	Normal day
1	Minimum Day
1	First/Last Day of School
1	Parent Conferences (no school)
1	Student Led Conf.-afternoon

Valley/Meadow: 175 Student Days **Ridge:** 177 Student Days

July 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

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24	25	26	27	28	29	30
31						10/12.

September 2025

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28	29	30				
						21

October 2025

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						17

November 2025

Su	Mo	Tu	We	Th	Fr	Sa
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30						14

December 2025

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January 2026

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February 2026

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March 2026

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						19

April 2026

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						18

May 2026

Su	Mo	Tu	We	Th	Fr	Sa
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31						20

June 2026

Su	Mo	Tu	We	Th	Fr	Sa
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						9

SEMESTER 1: 8/18/24-12/19/24 **SEMESTER 2: 1/12/25-6/11/25**

8/15/24 Board Approved

LEASE AGREEMENT
(THE "LEASE AGREEMENT")
by and between

JACQUELYN GATES LLC
(THE "LESSOR")

And

ASPEN PUBLIC SCHOOLS INCORPORATED
(THE "LESSEE")

Dated as of October 1, 2022
relating to

CALIFORNIA SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVENUE BONDS
(ASPEN PUBLIC SCHOOLS – OBLIGATED GROUP)
SERIES 2022A

And

CALIFORNIA SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVENUE BONDS
(ASPEN PUBLIC SCHOOLS – OBLIGATED GROUP)
SERIES 2022B (TAXABLE)
(THE "BONDS")

and regarding

CERTAIN PROPERTY DESCRIBED IN EXHIBIT A FOR OPERATIONS OF ASPEN VALLEY PREP ACADEMY

Certain of the rights, title and interest of the Lessor in and to this Lease Agreement are being assigned to the California School Finance Authority (the "Authority") to secure the Lessor's obligations under the Loan Agreement (as defined herein), and by the Authority to U.S. Bank Trust Company, National Association, as trustee under the Indenture (as defined herein), as security for the Bonds.

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EXHIBIT A LEGAL DESCRIPTION OF PROJECT SITE
EXHIBIT B SCHEDULE OF BASE RENT PAYMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2022 (this "**Lease Agreement**"), by and between **JACQUELYN GATES LLC**, a limited liability company (the "**Lessor**"), organized and existing under the laws of the State of California (the "**State**"), and **ASPEN PUBLIC SCHOOLS INCORPORATED**, a nonprofit public benefit corporation (the "**Lessee**"), organized and existing under the laws of the State, is made under the circumstances summarized in the following recitals (the capitalized terms not otherwise defined in this preamble or the Recitals are defined in Article II of this Lease Agreement). Lessee is entering into this Lease Agreement to provide for the use and occupancy of the Site (as defined below) by Aspen Valley Prep Academy (CDS Code 10-621660106740), a California public charter school operated by Lessee pursuant to charter petition approved by the Fresno Unified School District.

RECITALS

WHEREAS, the California School Finance Authority (the "**Authority**") is a public instrumentality of the State of California created pursuant to provisions of the California School Finance Authority Act (constituting Chapter 18 (commencing with 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California (the "**Act**") and is authorized to issue bonds and loan the proceeds thereof for purposes of financing or refinancing the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of educational facilities (as defined in the Act) to a participating party (as defined in the Act), including an entity that undertakes the financing or refinancing of a project (as defined in the Act) pursuant to the Act in conjunction with schools ("**charter schools**") established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the "**Charter School Law**"); and

WHEREAS, the Lessor was established for the purpose, among others, of supporting the Lessee, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), in connection with the (i) finance and/or refinance the costs of the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of (a) an approximately 44,638 square foot educational facility known as Aspen Valley Prep Academy, located at 4221 N Hughes Ave, Fresno, CA 93705 (the "**Aspen Valley Campus**"), designed to serve approximately 320 students in grades TK-6, and (b) an approximately 30,228 square foot educational facility known as Aspen Meadow Public School, located at 1400 E Saginaw Way, Fresno, CA 93704 (the "**Aspen Meadow Campus**" and, together with the Aspen Valley Campus, the "**Facilities**"), designed to serve approximately 300 students in grades TK-6; (ii) finance and/or refinance the costs of the construction, expansion, remodeling, renovation, improvement, furnishing and equipping of an approximately 18,992 square foot educational facility known as Aspen Ridge Public School, located at 3821 N Clark St, Fresno, CA 93726 (the "**Aspen Ridge Campus**"), designed to serve approximately 400 students in grades 7-12 (collectively, the "**Project**"); (iii) pay certain expenses incurred in connection with the issuance of the Series 2022 Bonds; (iv) pay capitalized interest on the Series 2022 Bonds; and (v) fund a debt service reserve fund and/or related working capital with respect to the Series 2022 Bonds. A deposit to a debt service reserve account for the Series 2022 Bonds in an amount of $1,000,000 will be funded by proceeds of a grant pursuant to the Authority's Charter School Facilities Credit Enhancement Program; and

WHEREAS, the Lessor has entered into the Master Trust Indenture (as herein defined); and

WHEREAS, the Lessee operates Aspen Valley Prep Academy (CDS Code 10-621660106740) (a "**Charter School**"), in accordance with the provisions of Section 47604(a) of the California Education Code and pursuant to a charter authorized by Fresno Unified School District Board of Education; and

WHEREAS, the Lessor and the Lessee desire that the Lessor lease the Project to the Lessee, to be operated by the Lessee as the Charter School at the site described in Exhibit A to this Lease Agreement (the "**Site**"), that will be owned by the Lessor, the sole member of which is the Lessee, being the occupant of the Project; and

WHEREAS, concurrently with the execution of this Lease Agreement, the Lessor will borrow money from the Authority under the Loan Agreement, dated as of October 1, 2022 (the "**Loan Agreement**"), by and between the Authority, as lender, and the Lessor, as borrower, with the borrowed money being derived by the Authority from the issuance and sale of bonds authorized under the Indenture, dated as of October 1, 2022 (the "**Indenture**"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), designated as "California School Finance Authority Charter School Revenue Bonds (Aspen Public Schools – Obligated Group), Series 2022A" (the "**Tax-Exempt Bonds**"), and "California School Finance Authority Charter School Revenue Bonds (Aspen Public Schools – Obligated Group), Series 2022B (Taxable)" (collectively with the Tax-Exempt Bonds, the "**Bonds**"); and

WHEREAS, the Loan Agreement specifies the terms and conditions of the loan made pursuant to the Loan Agreement (the "**Loan**") to provide for, among other things, the financing of the Project and the payment to the Authority of amounts sufficient for the payment of the principal of, redemption price and interest on the Bonds, and certain related expenses; and

WHEREAS, under this Lease Agreement, the Lessor and the Lessee desire to provide for the payment by the Lessee, from legally available Gross Revenues, of Base Rent and Additional Rent for and in consideration of the Lessee's lease of the Project that are sufficient in time and amount to provide for the full and timely satisfaction of all obligations of the Lessor with respect to the Loan and, thereby, of the Authority with respect to the Bonds under the Indenture; and

WHEREAS, under the Loan Agreement and the Mortgages (as defined in the Master Trust Indenture), all rights of the Lessor under this Lease Agreement, including, without limitation, the Lessor's right to receive the rental payments and additional payments payable by or on behalf of the Lessee under this Lease Agreement and any remedies or remedial actions the Lessor may be entitled to under this Lease Agreement, are assigned by the Lessor to the Authority as security for the payment, performance and observance of the obligations of the Lessor under the Loan Agreement; and

WHEREAS, for and in consideration of the Loan, the Lessor agrees, among other things, to make the payments required to be made under the Loan Agreement, which are sufficient to pay the principal of and premium, if any, and interest on the Bonds; and

WHEREAS, the payment and other obligations of the Lessor under and pursuant to the terms of the Loan Agreement are intended to be funded primarily and to the extent necessary by payments to be made by the Lessee under this Lease Agreement, as provided in this Lease Agreement; and

WHEREAS, the Lessor and the Lessee have each duly authorized the execution, delivery and performance of this Lease Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained in this Lease Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Lessor and the Lessee do hereby agree as follows:

BASIC LEASE TERMS

Section 1.01. Effective Date. The date the Lessor acquires title to the Site.

Section 1.02. The Lessor. Jacquelyn Gates LLC, a California limited liability company, the Sole Member of which is the Lessee. The Lessor is the Borrower under the Loan Agreement.

Section 1.03. The Lessee. Aspen Public School Incorporated, a California nonprofit public benefit corporation duly organized and existing under the laws of the State, and any other lessee of the Project while the Loan is outstanding.

Section 1.04. The Site. As described in Exhibit A, attached hereto. Upon acquisition by the Lessor of the real property constituting Aspen Valley Campus (as defined in the Indenture), this Lease Agreement shall be deemed to be amended to include such real property as part of the Site.

Section 1.05. Term (Article IV). From the Commencement Date, through the Termination Date.

(a) Commencement Date. October 1, 2022.

(b) Termination Date. The Termination Date of this Lease Agreement shall be June 30, 2062, subject to five consecutive five-year renewal options.

Section 1.06. Rent (Article V).

(a) Base Rent. Effective as of the Commencement Date, and until the Termination Date, the schedule of monthly installments in the amounts set forth in Exhibit B attached to this Lease Agreement to be paid under Article V.

(b) Additional Rent. In addition, under Section 5.02, the Lessee shall make payments sufficient for the Lessor to make all other payments required under Section 3.02 of the Loan Agreement. Such payments by Lessee are referred to herein as "Additional Rent."

Section 1.07. Use (Article VI). As office and classroom space and for any other uses necessary to operate one or more California public charter schools by a corporation that is exempt from federal income taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code and that qualifies as an "educational organization" as described under section 170(b)(1)(A)(ii) of the Code.

Section 1.08. The Lessor's Broker. None.

Section 1.09. The Lessor's Initial Address for Notices. Jacquelyn Gates LLC, 4221 N Hughes Avenue, Fresno, CA 93705.

Section 1.10.The Lessee's Initial Address for Notices. Aspen Valley Preparatory Academy, 4221 N Hughes Avenue, Fresno, CA 93705.

Section 1.11. The Trustee's Initial Address for Notices. U.S. Bank Trust Company, National Association, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Corporate Trust Department.

Section 1.12. Exhibits. Exhibit A: Legal Description of Project and Site; Exhibit B: Schedule of Base Rent Payments.

Section 1.13. Construction. Notwithstanding anything contained herein to the contrary, the obligations of the Lessee referenced or contained in this Lease Agreement relate exclusively to the Charter Schools operated at facilities leased to the Lessee by the Lessor and are not to be construed to limit or to create any obligation in respect of, in any manner whatsoever, the Lessee's operation of or any revenue or other funds attributable to any other charter school that is not an Obligated Group School (as defined herein). In addition, the Aspen Ridge Campus (as defined in the Indenture) will not be acquired by the Lessor and will continue to be leased from an unrelated third party pursuant to the Aspen Ridge Campus Lease. Neither the Lessee's general revenues nor any revenues the Lessee may derive from its operation of the Aspen Ridge Public School or any other schools (other than the Obligated Group Schools pursuant to a Lease or other schools the Lessee may operate in the Facilities), nor from any schools the Lessee may operate in the future (other than schools the Lessee may operate in the Facilities), are pledged or otherwise available to make payments under the Leases and with respect to the Series 2022 Bonds.

ARTICLE II
CERTAIN DEFINITIONS

Terms not otherwise defined in this Article II have the meanings set forth in Section 1.01 of the Master Trust Indenture, dated as of October 1, 2022 (the "Master Trust Indenture"), by and among the Lessor as Obligated Group Representative, the Lessor as an initial Member of the Obligated Group and U.S. Bank Trust Company, National Association, as master trustee, in Section 1.01 of the Indenture or in the Mortgages. Unless otherwise expressly stated, references to numbered Articles and Sections are to the numbered Articles and Sections of this Lease Agreement.

"*Abandonment*" means the failure to occupy or conduct business within the Facilities for 20 consecutive days during the Term, excluding scheduled holidays, summer vacation and other scheduled breaks and during construction of the Facilities.

"*ADA*" has the meaning set forth in Section 13.02.

"*Additional Charges*" means all fines, penalties, interest and costs resulting from the Lessee's nonpayment or late payment of amounts due under this Lease Agreement as described in Section 5.07.

"*Additional Rent*" has the meaning set forth in Section 1.06(b).

"*Affiliate*" means a corporation, limited liability company, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or any state thereof, directly controlled by or under common control with a Member or any other Affiliate. For purposes of this definition, "control" means the power to direct the management and policies of a Person through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its board of directors by contract or otherwise.

"*Authority*" means the California School Finance Authority.

"*Average Daily Expenses for Obligated Group Schools*" means (A) cash requirements during such Fiscal Year related to or payable from revenues attributable to the Obligated Group Schools (excluding from such calculation all depreciation and other non-cash items), and including within such calculation on behalf of the Obligated Group Schools in the aggregate (i) all Operating Expenses for such Fiscal Year for the Obligated Group Schools, (ii) subordinated Support Office Management Fees, and (iii) the sum of the Base Rent and School Loan Repayments payable under the Lease and School Loan Agreements, respectively, for all Obligated Group Schools between any Lessee and any Member of the Obligated Group for that year, divided by (B) 365.

"*Base Rent*" has the meaning set forth in Section 1.06(a).

"*Bonds*" has the meaning given to it in the recitals hereof.

"*Breach*" means any default or breach of this Lease Agreement described in Section 21.01.

"*Cash and Cash Equivalents*" means the sum of cash, cash equivalents, liquid investments, and unrestricted marketable securities (valued at the lower cost of market value) of the Obligated Group Schools.

"*Charter School*" means Aspen Valley Prep Academy, as a California public charter school for TK-6 students, in accordance with the provisions of Section 47604(a) of the California Education Code and pursuant to a charter authorized by FUSDBE.

"*Charter School Law*" means the Charter Schools Act of 1992, constituting Part 26.8 of Division 4 of Title 2 of the Education Code of the State, as in effect on the date hereof and as it may from time to time hereafter be amended or supplemented.

"*Commencement Date*" has the meaning set forth in Section 1.05(a).

"*Consolidated Payment Obligations Coverage Ratio*" means the ratio determined by dividing Consolidated Net Operating School Revenue for such period by the Consolidated Payment Obligations (as such terms are defined in the Master Indenture).

"*Consolidated Days Cash on Hand*" means (i) the sum of Cash and Cash Equivalents of the Obligated Group Schools, as shown on Lessees' audited financial statements for each Fiscal Year, and any State payments accrued to such Fiscal Year and scheduled to be received within two months following the end of such Fiscal Year ("Cash on Hand"); divided by (ii) the Average Daily Expenses for Obligated Group Schools (as calculated for the most recent Fiscal Year ending before such date).

"*Construction Agreement*" means any agreement providing for the construction of the Facilities.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement, dated as of October 1, 2022, among the Lessor, the Lessee and the Dissemination Agent (as such term is defined in the Continuing Disclosure Agreement), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"*Days Cash on Hand Requirement*" has the meaning given to it in Section 19.02.

"*Eliminated Expenses*" means any Operating Expenses that an Authorized Representative of the Lessee certifies will be eliminated as a result of any proposed Long-Term Indebtedness.

"*Expenses*" means all costs and expenses of the ownership, operation, maintenance, repair, or replacement, and insurance of the Facilities, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Facilities, the aggregate of the "Maintenance Expenses" and the "General Expenses" set forth below:

(a) "*Maintenance Expenses*" means all costs of maintaining and repairing the Facilities, the parking area, athletic fields and other portions of the Facilities, deferred maintenance, installing or extending service systems and other built-in equipment, and improving the Facilities, including without limitation all of the following:

(i) All maintenance, replacement and repair costs of air conditioning, heating and ventilation equipment and systems, elevators (if any), landscaping, service

areas, parking lots, athletic fields, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, structural compliments of the Facility, and cost of compliance with applicable laws (including any required upgrades or retrofitting);

(ii) supplies, materials, labor, equipment, and utilities used in or related to the repair and maintenance of the Facilities and such common areas; and

(iii) capital improvements made to the Facilities (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Facilities; and

(b) "*General Expenses*" means all of the following, to the extent not included in Maintenance Expenses:

(i) gross receipts taxes, whether assessed against Lessor or assessed against Lessee and collected by Lessor;

(ii) water, sewage, and waste or refuse removal charges;

(iii) gas, electricity, telephone and other utilities;

(iv) the cost of monthly or annual contracts for systems or services such as alarm systems, security systems, internet services, janitorial services or landscaping services;

(v) all janitorial, cleaning, landscaping, sweeping and repair services relating to the Facilities;

(vi) the costs of signs and directories;

(vii) the cost of compliance with laws related to the Facilities as such, and not to the Charter Schools generally;

(viii) reasonable costs incurred by the Lessor for operating expenses, including the day- to-day management (if any), the cost of management personnel (if any), together with any of the Lessor's administrative expenses such as state filings, preparation of tax returns or notices, and all taxes, charges, or fees in connection therewith to the extent related to the Facilities;

(ix) Real Property Taxes and personal property taxes, if any;

(x) amounts required to be paid as deductibles in connection with any insurance required under the Loan Agreement or this Lease Agreement; and

(xi) any other costs or expenses incurred by Lessor under this Lease Agreement.

"*Extraordinary Monthly Rent Notice*" means any notice received by the Lessee under this Lease Agreement (an "Extraordinary Monthly Rent Notice") from either the Lessor or the Related Bond Trustee (as defined in the Master Indenture) stating the Related Bond Trustee has not received the payment of rent with respect to a Related Project on or before that date that such required payment is due.

"*Extraordinary Monthly Rent*" means the amount set forth in the applicable Extraordinary Monthly Rent Notice, which shall be the Lessee's Proportionate Share of the Extraordinary Monthly Rent.

"*FUSDBE"* means the Fresno Unified School District Board of Education, or any successor authorizer of the Charter School.

"*Governmental Issuer*" means any municipal corporation, political subdivision, state, territory or possession of the United States, or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, which obligations constitute Related Bonds.

"*Gross School Revenues*" means all revenue, income, receipts and money received by the Lessee or on behalf of Lessee from all lawfully available sources attributable to its operation of the applicable Obligated Group School and to any other charter school operated by Lessee in the properties subject to the Lease or related to the School Loan Agreement, including from any applicable district or county or from the State pursuant to the Charter School Law from any general purpose entitlement, revenue limit, or State educational funding sources; but excluding gifts, grants, bequests, donations and contributions, to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for Rent payments or operating expenses. Any other income, revenue, receipts, contributions or other monies received by Lessee not specifically described in the immediately preceding sentence shall not constitute Gross School Revenues.

"*Indenture*" has the meaning specified in the recitals of this Lease Agreement.

"*Independent Consultant*" means a firm (but not an individual) which (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in the Lessor or any affiliate thereof and (3) is not connected with the Lessor or any affiliate thereof as an officer, employee, promoter, underwriter, trustee, partner, director or Person performing similar functions, and designated by the Lessor, qualified to pass upon questions relating to the financial

affairs of facilities of the type or types operated by the Lessor and having a favorable reputation for skill and experience in the financial affairs of such facilities.

"*Insurance Consultant*" means a Person (which may be an insurance broker or agent of a Member) which (a) does not have any direct financial interest or any material indirect financial interest in any Member or any Affiliate and (b) is not connected with any Member or any Affiliate as an officer, employee, promoter, underwriter, trustee, partner, director or Person performing similar functions, and designated by the Obligated Group Representative, qualified to survey risks and to recommend insurance coverage for educational facilities and organizations engaged in such operations.

"*Intercept*" means the apportionment from the Controller of the State of California, pursuant to Section 17199.4 of the California Education Code (or any successor provision) and the Intercept Notice, of amounts specified in the Intercept Notice and payable directly to the Trustee, if applicable.

"*Intercept Notice*" means any notices from the Lessee on behalf of the Charter School to the Controller of the State of California, pursuant to Section 17199.4 of the California Education Code (or any successor provision), specifying a transfer schedule for the payment directly to the Trustee of one or more of the following: (a) principal of the Bonds, (b) interest on the Bonds and (c) other costs necessary or incidental to financing pursuant to the Act relating to the Bonds, including Additional Payments (as defined in the Indenture), in substantially the form set forth in this Lease Agreement or any applicable School Loan Agreement, as the same may be amended, supplemented or restated from time to time.

"*Interim Indebtedness*" means all Obligated Group School Indebtedness having an original maturity less than or equal to five years and not renewable at the option of Lessee for a term greater than five years from the date of original incurrence or issuance.

"*Lessee Parties*" means any of the Lessee's employees, students, customers or other invitees that enter the Facilities and/or the Site.

"*Lessee Property*" means all movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Facilities and on the Site and acquired by or for the account of the Lessee, without expense to the Lessor, that can be removed without structural damage to the Facilities, and all furniture, furnishings and other articles of movable personal property owned by the Lessee and located in the Facilities and on the Site.

"*Loan Agreement*" means the Loan Agreement, dated as of October 1, 2022, by and between the Authority and the Lessor.

"*Management Agreement*" means any agreement between the Lessee and a member of the Obligated Group or the Obligated Group Representative, pursuant to which the Lessee provides management services.

"*Master Trust Indenture*" means the Master Indenture of Trust, dated as of October 1, 2022, by and among the Lessor, U.S. Bank Trust Company, National Association, as Master Trustee, and the initial Members (as defined therein).

"*Master Trustee*" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America and, subject to the limitations contained in the Master Trust Indenture, any other corporation or association which may be co-trustee with U.S. Bank Trust Company, National Association and any successor or successors to said trustee or co-trustee in the trusts created thereunder.

"*Member*" means each signatory to the Master Trust Indenture (excluding the Master Trustee and the Obligated Group Representative) and, together with each other Person which is obligated thereunder to the extent and in accordance with the provisions of Section 3.09 or 3.11 thereof, from and after the date upon which such Person joins the Obligated Group, but excluding any Member which withdraws from the Obligated Group to the extent and in accordance with the provisions of Section 3.12 thereof, from and after the date of such withdrawal.

"*Mortgages*" means any mortgage, including any leasehold deed of trust, deed of trust, security agreement, assignment of rents and leases, and/or financing statement encumbering the Facilities or the Site, Plant and Equipment of the Lessor for the benefit of the Master Trustee executed and delivered in accordance with the provisions of the Master Trust Indenture.

"*Net Operating School Revenue*" means Gross School Revenues minus Operating Expenses; provided, that no determination thereof will take into account: (a) any gain or loss resulting from either the early extinguishment or refinancing of Obligated Group School Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business; (b) gifts, grants, bequests, donations or contributions, and income therefrom, to the extent specifically permanently restricted by the donor or by law to a particular purpose inconsistent with their use for the payment of Operating Expenses; (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards; (d) adjustments to the value of assets or liabilities resulting from changes in generally accepted accounting principles; (e) unrealized gains or losses that do not result in the receipt or expenditure of cash; and (f) nonrecurring items which involve the receipt, expenditure or transfer of assets.

"*Nonrecourse Indebtedness*" means all Obligated Group School Indebtedness with respect to which the obligee is prevented by applicable law or contractual arrangement from exercising recourse, or any other right or remedy exercisable by a creditor, against all or any part of the Site or Facilities in order to pay, satisfy or discharge all or any part of the Obligated Group School Indebtedness.

"*Obligated Group*" means all Members, which does not include the Obligated Group Representative.

"*Obligated Group Representative*" means the Lessor or such Member (or Members acting jointly) or other Person as may have been designated to act as Obligated Group Representative under the Master Trust Indenture.

"*Obligated Group School Indebtedness*" means Indebtedness (as such term is defined in the Master Indenture) related to or payable from revenues of the Obligated Group and that is an Obligated Group School by virtue of its operation by Lessee in the properties subject to the Lease or any applicable School Loan Agreement.

"*Official Records*" means the Official Records of Fresno County, California.

"*Operating Expenses*" means, except as provided below, all unrestricted expenses of the Lessee attributable to operations of the applicable Obligated Group School and to any other charter school that is an Obligated Group School by virtue of its operations by the Lessee in the Facilities subject to the Lease or any applicable School Loan Agreement, including maintenance, repair expenses, utility expenses, equipment lease and other rental expense (excluding the Base Rent, School Loan Repayments and the Extraordinary Monthly Rent, if any, but including Additional Rent and Expenses), administrative and legal expenses, miscellaneous operating expenses, advertising and promotion costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Lessee, equipment leases and service contracts, taxes upon the operations of the Lessee not otherwise mentioned in the Lease, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by the Lessee. Notwithstanding the foregoing, "Operating Expenses" shall *exclude* (i) all subordinated Support Office Management Fees, (ii) depreciation and amortization, (iii) one-time expenses, and (iv) any expenses which are treated as extraordinary in accordance with generally accepted accounting principles.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"*Prepayment*" has the meaning set forth in Section 5.1.

"*Proportionate Share*" means the amount required to be paid by the Lessee to ensure that all of the required Base Rent and School Loan Repayments (as such term is defined in the Master Trust Indenture) with respect to all of the Related Projects have been timely made, said amount to be determined from time to time for each Obligated Group School in proportion to its respective share of Gross School Revenues attributable to the operation of such Obligated Group School.

"*Real Property Taxes*" means any form of assessment, levy, penalty, charge or tax (other than estate, inheritance, net income, or franchise taxes) imposed by any authority having a direct or indirect power to tax or charge, including, without limitation, any city, county, state federal or any improvement or other district, whether such tax is: (a) determined by the value of Facilities and the Site or the rent or other sums payable under this Lease Agreement; (b) upon or with respect to any legal or equitable interest of the Lessor in the Facilities or the Site and or any part thereof; (c) upon this transaction or any document to which the Lessee is a party creating a transfer in any interest in the Facilities or the Site; (d) in lieu of or as a direct substitute in whole or in part of or in addition to any real property taxes on Facilities or the Site; (e) based on any parking spaces or parking

facilities provided in the Facilities or on the Site; or (f) in consideration for services, such as police protection, fire protection, street, sidewalk and roadway maintenance, refuse removal or other services that may be provided by any governmental or quasi-governmental agency from time to time that were formerly provided without charge or with less charge to property owners or occupants.

"*Related Bond Indenture*" means any indenture, trust agreement, bond resolution or other comparable instrument pursuant to which a series of Related Bonds are issued.

"*Related Bond Issuer*" means the Governmental Issuer of any issue of Related Bonds.

"*Related Bond Trustee*" means the trustee and its successors in the trusts created under any Related Bond Indenture, and if there is no such trustee, means the Related Bond Issuer.

"*Related Bonds*" means the revenue bonds or other obligations issued by any Governmental Issuer, pursuant to a single Related Bond Indenture, the proceeds of which are loaned or otherwise made available to a Member or Members (each as defined in the Master Trust Indenture) in consideration of the execution, authentication and delivery of an Obligation or Obligations to or for the order of such Governmental Issuer (each as defined in the Master Trust Indenture).

"*Related Project*" means any project financed by Indebtedness that remains Outstanding (each as defined in the Master Trust Indenture).

"*Rent*" means all Base Rent, all Additional Rent (including all Expenses) and all Extraordinary Monthly Rent.

"*School*" or "*Obligated Group School*" means individually, and "*Schools*" or "*Obligated Group Schools*" means collectively, each public charter school operated by a Lessee and located at one or more Facilities from and after the date upon which the Member that is the lessor or Lender under such Lease or School Loan Agreement, as applicable, joins the Obligated Group, but excluding any public charter school operated by a Lessee at premises that are not owned or leased by a Member that is part of the Obligated Group or is owned or leased by a Member that withdraws from the Obligated Group to the extent and in accordance with the Master Indenture, from and after the date of such withdrawal. As of the date of issuance of Obligation No 1 the Obligated Group Schools are Aspen Meadow, Aspen Ridge and Aspen Valley.

"*School Loan Agreement*" means any loan agreement pursuant to which the Lessee borrows money from a Member of the Obligated Group for the benefit of a Facility at which an Obligated Group School is located.

"*School Loan Repayments*" has the meaning given thereto in the applicable School Loan Agreement.

"*Short-Term Indebtedness*" means all Indebtedness having an original maturity less than or equal to one year and not renewable at the option of a Member for a term greater than one year from the date of original incurrence or issuance, provided however, that any Short-Term Indebtedness that

has been issued as revenue anticipation notes ("RANs") will not be included or counted as Short-Term Indebtedness to the extent that the RANs are secured by deferred state apportionment revenues expressly pledged and deposited in an intercept account to pay such RANs.

"*Sponsoring Entity*" means *FUSDBE* or any other chartering entity authorized under the Charter School Law to authorize a charter, including, without limitation, to the Lessee for its operation of the Charter Schools at the Facilities or any subsequent tenant with respect to the Facilities.

"*Support Office Management Agreements*" means any agreements, documents or instruments regarding school management services to be provided to the Obligated Group Schools by the Lessee.

"*Support Office Management Fees*" means all support office management fees, if any, paid to the Lessee in connection with management services provided and related to or payable from revenues attributable to the Obligated Group Schools operated by the Lessee at the Facilities and to any other charter school that is an Obligated Group School by virtue of its operation by Lessee in the Facilities or any applicable School Loan Agreement, but only to the extent that such fees are subordinate to the payment of Base Rent and Additional Rent due under this Lease Agreement.

"*Tax Certificate*" means the Tax Certificate and Agreement of the Authority and the Lessor dated the date of issuance of the Bonds, as the same may be amended or supplemented in accordance with its terms.

"*Tax-Exempt Bonds*" has the meaning given to it in the recitals hereof.

"*Term*" means the term of this Lease Agreement, commencing on the Commencement Date and ending on the Termination Date.

"*Termination Date*" has the meaning set forth in Section 1.05(b).

"*Termination Notice Period*" has the meaning set forth in Section 22.01(b).

"*Termination Option*" has the meaning set forth in Section 4.02.

"*Trustee*" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, or its successor, as Trustee under the Indenture.

"*Underwriter*" means RBC Capital Markets, LLC, its successors and assigns.

ARTICLE III
SQUARE FOOTAGE

Section 3.01. Rent Independent of Actual Square Footage. The Site and the Facilities sit on an approximately 6.046 acre site with a main campus building of approximately 44,638 square feet. The Lessor does not represent or warrant that the actual square footage of the Facilities or the Site is

precisely as indicated. Notwithstanding the foregoing, the Lessor and the Lessee stipulate and agree that the amount of Base Rent and other charges under this Lease Agreement represent fair and adequate consideration for the Lessee's use and enjoyment of the Facilities and the Site.

ARTICLE IV
TERM AND POSSESSION

Section 4.01. Term. The term of this Lease Agreement is for the period set forth in Section 1.05(b), unless terminated earlier in accordance with the provisions of this Lease Agreement. The Lessee shall have the right for the optional renewal of this Lease Agreement after the Termination Date to the extent provided in Section 1.05(b) and shall exercise said right if at the Termination Date any Bonds are then Outstanding. All terms and Rent shall remain the same during any renewal option term.

Section 4.02. Options to Terminate. The Lessee shall have the right to terminate this Lease Agreement in whole or in part without penalty in the event Lessee's application for renewal of the charter petition for any of the Schools occupying the Facilities and Site is denied by the Chartering Authority or if any of such charters otherwise terminates ("**Termination Option**"). The Lessee may exercise the Termination Option by providing the Lessor and the Trustee with written notice of the Lessee's intent to exercise the Termination Option no later than 90 days prior to the scheduled expiration of the Charter School's charter, or within 10 days after notification of charter revocation or denial of charter renewal, whichever is earlier; such written notice shall also include sufficient evidence of the charter revocation or denial of charter renewal. For purposes of the preceding sentence and Section 21.01(g): (a) any denial of a charter renewal petition prior to the final year of the current charter term shall be disregarded, and (b) no charter petition denial or charter revocation shall be deemed to have occurred, (i) if the Lessee shall diligently pursue its administrative and legal remedies for maintaining the funding of the operation of the Charter Schools and (ii) until such administrative and legal remedies are exhausted. Notwithstanding the foregoing, if the Lessee exercises its Termination Option under this Section 4.02, the Lessee shall continue to pay Base Rent and all other amounts due under this Lease Agreement to the Lessor until the Lessor or the Lessee secures a tenant reasonably satisfactory to the Lessor that meets the requirements of the Loan Agreement, to lease the Facilities and the Site and such tenant enters into a lease with the Lessor and commences the payment of Base Rent, Additional Rent (including Expenses, Extraordinary Monthly Rent and all other amounts due under this Lease Agreement.

Section 4.03. Condition of the Facilities and Site. No representation, express or implied, respecting any matter or thing relating to Facilities, the Site or this Lease Agreement (including, without limitation, the condition of the Facilities or the Site) have been made to the Lessee by the Lessor, other than as may be contained in this Lease Agreement.

Section 4.04. Entry on the Facilities and the Site. Upon reasonable prior notice to the Lessee, the Lessor and the Trustee shall at any and all reasonable times have the right to enter the Facilities and the Site in order to do the following: (a) inspect the Facilities and the Site; (b) supply any service to be provided by the Lessor to the Lessee under this Lease Agreement; (c) show

Facilities to prospective transferees, lenders, tenants, or other invitees of the Lessor; (d) post notices of non-responsibility; and reinforce, alter, improve or repair the Facilities as required by law, or otherwise as the Lessor and the Lessee agree are necessary or desirable, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, subject to compliance with applicable laws and regulations, always providing that access to the Facilities and the Site shall not materially be blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably nor shall the Facilities or the Site be made unsafe or not in compliance with applicable laws and regulations by such work. The Lessor and the Trustee shall have the right to use any and all lawful means that the Lessor deems reasonable under the circumstances to gain access to the Facilities and the Site in an emergency without liability to the Lessor or the Trustee. No entry to the Facilities or the Site by the Lessor or the Trustee for the purposes described in this Section 4.04 shall be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Facilities or the Site, or an eviction of the Lessee from the Facilities, the Site or any portion thereof.

Section 4.05. Surrender of Possession. Upon the expiration or termination of this Lease Agreement, the Lessee shall peaceably vacate and surrender the Facilities and the Site to the Lessor in good condition (with the exception of ordinary wear and tear and acts of God) and shall surrender all keys and other entry codes or devices to the Facilities and the Site. Upon the Lessor's request, the Lessee shall remove all Lessee Property on or before the Termination Date and promptly repair all damage to the Facilities or the Site caused by such removal. If the Lessee abandons or surrenders the Facilities and the Site, or is dispossessed by process of law or otherwise, any of the Lessee Property left in the Facilities or on the Site shall remain property of the Lessee unless the law or judicial decision of the jurisdiction in which Site is located provides otherwise. If the Lessor elects to remove all or any part of Lessee Property, the cost of removal, including reasonable storage costs and the cost of repairing any damage to the Facilities or the Site caused by such removal, shall be paid by the Lessee to the Lessor.

Section 4.06. No Implied Termination. No act or conduct of the Lessor, including, without limitation, the acceptance of keys, codes or entry devices to the Facilities or the Site shall constitute an acceptance of the surrender of the Facilities or the Site by the Lessee before the expiration or termination of this Lease Agreement. Only a written notice from the Lessor to the Lessee shall constitute acceptance of the surrender of the Facilities and the Site and accomplish a termination of this Lease Agreement.

Section 4.07. No Holding Over. The Lessee shall have no right to retain possession of the Facilities, the Site or any part thereof, after expiration or termination of this Lease Agreement.

Section 4.08. Charters. The Lessee covenants and agrees to use its best efforts to: (a) maintain the charters authorized for the Charter School and (b) take any and all actions required to renew or extend the term of the charters granted for the Charter School for so long as the Loan remains outstanding. Any material revision of the charter granted for the Charter School shall be deemed consistent with the terms of the preceding sentence unless such material revision in and of itself (and not in connection with any transaction or act permitted under this Lease Agreement) materially and

adversely affects the operations of the Charter School or the financial condition of the Lessor or the Lessee. Not later than 10 Business Days after receipt, the Lessee covenants to provide the Trustee and the Underwriter with a copy of any notice received from FUSDBE relating to FUSDBE's intent to revoke or to deny renewal or extension of the term of a charter granted for the Charter School or any notice of any issues that, if not corrected or resolved, could lead to revocation or non-renewal of a charter granted for one of the Charter School.

Section 4.09.Books and Records. The Lessee covenants and agrees, at all times to keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting practices, consistently applied, in which complete and accurate entries shall be made of all transactions of or in relation to the business, properties and operations of the Lessee. Such books of record and account shall be available for inspection by the Trustee and its duly authorized agents, at reasonable hours and under reasonable circumstances.

ARTICLE V
BASE RENT AND OTHER PAYMENTS

Section 5.01. Base Rent. The Lessee shall pay, when due, all Base Rent and other charges as provided in this Lease Agreement, without offset or other limit. Amounts equal to Base Rent due under this Lease Agreement shall be paid to the Lessor in lawful currency of the United States of America as provided in the Loan Agreement. The failure of the Lessee to make any payment required under this Article V when due shall be deemed to be a default in payment of rent that shall give the Lessor all remedies under State law relating to a default in payment of rent. All payments received by the Lessor shall be applied as set forth in the Loan Agreement. Base Rent shall be payable to the Lessor in advance on the 20th calendar day of each applicable calendar month. Monthly payments of Base Rent shall be made as set forth in Exhibit B. Unless there shall occur an Event of Default as provided in the Loan Agreement, for the purpose of determining the timeliness of the payment of Base Rent hereunder, Base Rent shall be deemed paid to the Lessor as and when the Trustee draws funds from the Revenue Fund as provided in the Indenture. The Lessee may, at its option, prepay any or all portions of the Base Rent in advance of the due date ("**Prepayment**"). Any Prepayment will be applied as agreed upon by the Lessor and the Lessee. The Lessee's obligation to make any and all additional payments under this Lease Agreement (including without limitation, the payment of Additional Rent), shall survive the termination of this Lease Agreement.

Section 5.02. Additional Rent. As Additional Rent, the Lessee shall pay, or cause to be paid, and shall indemnify the Trustee and the Lessor against (a) all amounts required to be paid by the Lessor pursuant to Section 3.02 of the Loan Agreement and (b) all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith and without negligence and arising out of or in connection with the Loan Agreement, the Indenture, this Lease Agreement, the Mortgages or the Bonds, which payments shall be made in each case directly to the parties entitled thereto or to reimburse the Trustee or the Lessor, as the case may be. These obligations shall survive the termination of this Lease Agreement.

Section 5.03. Extraordinary Monthly Rent. In the event that the Lessee receives an Extraordinary Monthly Rent Notice from either the Lessor or a Related Bond Trustee stating that the Related Bond Trustee has not received the payment of rent with respect to a Related Project on or before that date that such required payment is due, then the Lessee shall pay the Extraordinary Monthly Rent to the Related Bond Trustee, but only from and to the extent of Gross School Revenues attributable to the Lessee's operation of any Obligated Group School in the Facilities and legally available for such purpose, within three Business Days after receipt of the Extraordinary Monthly Rent Notice. The Lessee covenants to immediately provide the Lessor with a copy of any Extraordinary Monthly Rent Notice received by the Lessee.

Section 5.04. Pledge of Gross School Revenues. To secure the payment and performance of its obligations hereunder, the Lessee hereby pledges to the Lessor and grants the Lessor a security interest in the Gross School Revenues, expressly excluding from such pledge and grant any State apportionment revenue pledged to secure Short-Term Indebtedness or Interim Indebtedness incurred pursuant to Section 19.04(c) hereof. From time to time, the Lessee may own or hold funds or other assets subject to a statutory, regulatory, grantor-imposed or donor-imposed restriction on use that prohibits the use of such funds or assets to satisfy the obligations of the Lessee under this Lease Agreement and/or prohibits the encumbrance of such funds or assets to secure such obligations. The foregoing pledge and grant of security interest shall not encumber, attach to, or transfer, and the holder of any claims of the Lessor under this Lease Agreement shall have no recourse under this Lease Agreement to, any funds or assets of the Lessee to the extent that any transfer of such funds or assets to or for the benefit of such holder would violate any such restriction on the use of such funds or assets.

Neither Lessee's general revenues nor any revenues Lessee may derive from its operation of schools (other than the Obligated Group Schools or any other charter school that is an Obligated Group School by virtue of its operation by Lessee in the Facilities or any applicable School Loan Agreement), nor from any schools Lessee may operate in the future, are pledged or otherwise available to make payments under the Lease and with respect to the Bonds.

Section 5.05. Additional Payments. During the term of this Lease Agreement, the Lessee shall pay all fees and expenses and other costs that are to be paid to the Trustee under the Loan Agreement.

Section 5.06. Partial Payments of Rent. The Lessee shall make all payments of Rent in full. Payment or receipt of a payment of Rent in an amount less than the amount stated in this Lease Agreement or in the Lessor's invoice shall be deemed to be nothing more than a partial payment on that month's account. Under no circumstances shall the Lessor's or any other payee's acceptance of a partial payment of Rent constitute accord and satisfaction, nor will the Lessor's or any other payee's acceptance of a partial payment of Rent forfeit the Lessor's right to collect the balance due on the account. The Lessor may accept any partial payment check with any conditional or restrictive endorsement or memorandum without prejudice to any right to recover the balance remaining due or to pursue any other remedy available under this Lease Agreement.

Section 5.07. Late Charges. The Lessee hereby acknowledges that any late payment by the Lessee to or for the account of the Lessor of Rent or other sums due under this Lease Agreement will cause the Lessor to incur costs not contemplated by this Lease Agreement, the exact amount of which is difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed upon the Lessor by the terms of the Mortgages or any other mortgage or trust deed covering the Facilities and the Site. Accordingly, if any installment of Rent or other sum due from the Lessee shall not be received in full by the Lessor or the Lessor's designee on the date such amount is due, then the Lessee shall pay to the Lessor an amount equal to the costs incurred by the Lessor directly as a result of such late payment. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of $25.00, and thereafter, the Lessor may require the Lessee to pay all future payments of rent or other sums due by money order or cashier's check.

Section 5.08. Personal Property Taxes. The Lessee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its operations of the Project. The Lessee shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and that become payable during the term of this Lease Agreement upon all Lessee Property. In the event any or all of the Lessee Property shall be assessed and taxed with the Facilities or the Site, the Lessee shall pay to the Lessor its share of such taxes within 10 days after delivery to the Lessee by the Lessor of a statement in writing setting forth the amount of such taxes applicable to the Lessee Property. Notwithstanding the foregoing, the Lessee may contest any tax or assessment in good faith, but only to the extent that doing so does not result in a foreclosure or other involuntary transfer of the Project or Lessee Property.

Section 5.09. Budgeting Rent. The Lessee covenants to take such action as may be necessary to include all such payments of Rent and, to the extent determined, Additional Rent due under this Lease Agreement in its annual budgets, and to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent and, to the extent determined, Additional Rent (including Expenses) and Extraordinary Monthly Rent.

Section 5.10. Source of Payments. The Lessee's payment obligations to pay Rent or any other payment obligation under this Lease Agreement, and the pledge contained in Section 5.04 hereof, shall be a special obligation limited solely to, and not in excess of, Gross School Revenues, and under no circumstances shall the Lessee be required to advance any moneys derived from any source of income other than, or pay Rent in excess of, the Gross Revenues, nor shall any other funds or property (other than the Facilities and the Site) of the Lessee be liable for the payment of the Rent or any other payment obligation under this Lease Agreement. Nothing contained in this Section 5.10 shall be construed to release the Lessor from the performance of any of the agreements on its part contained in this Lease Agreement, and in the event the Lessor shall fail to perform any such agreements on its part, the Lessee may institute such action against the Lessor as the Lessee may deem necessary to compel performance so long as such action does not abrogate the obligations of the Lessee. The Lessee may, however, at the Lessee's own cost and expense and in the Lessee's own name or in the name of the Lessor prosecute or defend any action or proceeding or take any other action involving third persons as the Lessee deems reasonably necessary in order to secure or protect the Lessee's right of possession, occupancy and use

under this Lease Agreement, and in such event the Lessor hereby agrees to cooperate fully with the Lessee and to take such action necessary to effect the substitution of the Lessee for the Lessor in such action or proceeding if the Lessee shall so request.

While the Aspen Ridge Campus will not be pledged as collateral to secure the Series 2022 Bonds, the Lessee's revenues derived from the operation of the Aspen Ridge Public School will be pledged to make payments under the Leases representing debt service on the Series 2022 Bonds; provided that such revenues shall first be deposited in to the Ground Rent Account pursuant to the terms of the Bond Indenture. However, neither the Lessee's general revenues nor any revenues the Lessee may derive from its operation of any schools the Lessee may operate in the future (other than schools the Lessee may operate in the Facilities), are pledged or otherwise available to make payments under the Leases and with respect to the Series 2022 Bonds. Further, the pledge of the Lessee's revenues is subordinate to the CSFA Loan and the Receivables Loan.

Section 5.11. Covenant to Replenish Reserve Account; Funding of Repair and Replacement Requirement.

(a) If any moneys have been transferred from the Reserve Account to the Interest Account or the Principal Account pursuant to the provisions of Section 5.05(a) of the Indenture or if the Trustee has notified the Lessor of a deficiency in the Reserve Account pursuant to the provisions of Section 5.05(b) of the Indenture, the Lessee shall immediately pay to the Trustee for deposit into the Reserve Account the amount required to cause the total amount in the Reserve Account to equal the Reserve Account Requirement; provided, however, that in the event the balance in the Reserve Account shall be less than Reserve Account Requirement due to any valuation in accordance with the provisions of Section 5.05(d) of the Indenture, the amount that the Lessee shall pay to the Trustee for deposit into the Reserve Account shall include the amount necessary to increase the balance in the Reserve Account to the Reserve Account Requirement.

(b) Commencing July 1, 2027, the Lessee shall pay to the Trustee for deposit into the Repair and Replacement Fund such amounts as are specified in the definition of Repair and Replacement Fund requirement herein. If, at any time, the amount on deposit in the Repair and Replacement Fund equals or exceeds the Repair and Replacement Fund Requirement, no such payments shall be required to be made until the amount on deposit in the Repair and Replacement Fund is less than the Repair and Replacement Fund Requirement, in which case payments into the Repair and Replacement Fund shall recommence as provided herein.

ARTICLE VI
USE OF FACILITIES AND SITE

Section 6.01. Use. The Lessee shall use the Facilities and the Site solely for the purposes set forth in Section 1.07 and for no other purpose inconsistent with that use unless the Lessor and the Lessee agree in writing otherwise.

Section 6.02.Compliance with Laws. The Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements in force as of the date of this Lease Agreement or that may be in force after the date of this Lease Agreement, and with the requirements of any board of fire insurance underwriters or other similar bodies as of the date of this Lease Agreement or after the date of this Lease Agreement constituted, relating to, or affecting the condition, use or occupancy of the Facilities, excluding structural changes to the Facilities not related to or affected by the Lessee's improvements or acts.

ARTICLE VII
MORTGAGES, INDENTURE, LOAN AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND TAX CERTIFICATE

Section 7.01. Mortgages. The Lessee acknowledges that the Facilities and the Site are subject to the Mortgages as security in connection with the Bonds, and the provisions of Article XXIII apply with respect to the priority of the Mortgages.

Section 7.02. The Lessee's Performance under the Indenture and the Loan Agreement. The Lessee has examined the Master Indenture, the Indenture and the Loan Agreement and approves the form and substance thereof and agrees to be bound by their respective terms to the extent the same apply to the Lessee. The Lessee, for the benefit of the Authority and each Bondholder, shall do and perform all acts and things required or described in the Master Indenture, the Indenture and the Loan Agreement to be done or performed by the Lessee. Without limiting the generality of the foregoing, the Lessee acknowledges that the Lessor has assigned (but only to the extent provided in the Loan Agreement) this Lease Agreement and certain rights of the Lessor hereunder (including, without limitation, the pledge of Gross School Revenues as provided herein) to the Authority, and that upon notice from the Trustee, as assignee of the Authority under the Indenture and Master Indenture, and as provided in the Loan Agreement, the Lessee shall pay Base Rent and Additional Rent to the Trustee.

Section 7.03. Continuing Disclosure Agreement; Additional Disclosures. The Lessee agrees to enter into the Continuing Disclosure Agreement and maintain the Continuing Disclosure Agreement in full force and effect in accordance with its terms so long as the Bonds remain Outstanding. Without limitation on the foregoing, the Lessee shall provide the Lessor, and upon written request of the Trustee or the Master Trustee, the following information:

(a) quarterly unaudited financial information and operating data of the Obligated Group Schools not later than 60 days after the end of each fiscal quarter, commencing with the quarter ending December 31, 2022;

(b) quarterly, not later than 60 days after the end of each fiscal quarter, commencing with the quarter ending December 31, 2022, a report of the Obligated Group School's quarterly enrollment data and waitlist data by grade for the previous fiscal quarter;

(c) prior to the end of each Fiscal Year, a copy of the annual budget of the Charter Schools for the subsequent Fiscal Year;

(d) quarterly, not later than 60 days after the end of each fiscal quarter, commencing with the quarter ending December 31, 2022, a year-to-date comparison of the revenue and expenditures in the unaudited financial statements for such quarter to the annual budget for the applicable Fiscal Year;

(e) quarterly, not later than 60 days after the end of each fiscal quarter, commencing with the quarter ending December 31, 2022, a copy of any recommendations of any Independent Consultant received in accordance with this Lease Agreement or the Master Indenture;

(f) annually, no later than 180 days after the close of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022, copies of the audited financial statements of the Lessee and the Obligated Group Schools for the prior Fiscal Year prepared in accordance with generally accepted accounting principles applicable to nonprofit corporations from time to time, if available;

(g) annually, no later than 180 days after the close of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2023, the certifications and calculations of the Consolidated Payment Obligations Coverage Ratio for the Obligated Group Schools; and

(h) such other information as may be reasonably requested by the Lessor, the Authority, the Trustee or the Master Trustee.

Section 7.04. Tax Certificate and Tax Covenants. The Lessee covenants and agrees that it shall at all times do and perform all acts and things permitted by law and this Lease Agreement, with respect to the Facilities and the Site, that are necessary in order to assure that interest paid on the Bonds secured by the Facilities and the Site in whole or in part will be excluded from gross income for federal income tax purposes and shall take no action with respect to the Facilities or the Site that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Lessee agrees to comply with and be bound by the provisions of the Tax Certificate and the covenants contained in Section 4.06 of the Loan Agreement. This covenant shall survive payment in full or defeasance of the Bonds.

ARTICLE VIII
FURTHER ACTION

Section 8.01. The Lessee's Consent Required for Further Action. Except as provided in the Loan Agreement, the Lessor shall take no action with respect to the Facilities or the Site, including without limitation, (a) selling or further mortgaging the Facilities or the Site; or (b) delegating, transferring or assigning its duties and obligations under this Lease Agreement without first obtaining the Lessee's prior written consent (unless the Lessee shall then be in default with respect to its obligations under this Lease Agreement), provided that the Lessee shall not withhold its consent so long as such action will not interfere with the Lessee's ability to operate the Charter Schools and provide a safe and secure environment for all Lessee Parties.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations of the Lessor and the Lessee. The Lessor and the Lessee each represents and warrants that:

(a) It is duly organized and in good standing under the laws of the State.

(b) It has been duly authorized by proper action of its governing board (or, in the case of the Lessor, the governing board of its Sole Member) to execute and deliver this Lease Agreement and to observe and to perform the obligations contained in this Lease Agreement.

Section 9.02. Additional Representations and Warranties of the Lessee. The Lessee represents, warrants and covenants that:

(a) the Lessee's purposes, character, activities and methods of operation have not changed materially since the Lessee's organization and are not materially different from the purposes, character, activities and methods of operation contemplated at the time of determination by the Internal Revenue Service that the Lessee is an organization described in section 501(c)(3) of the Code;

(b) the Lessee has not operated, and will not operate, in a manner that would result in the Lessee being classified as an "action" organization within the meaning of Treasury Regulations section 1.501(c)(3)-1(c)(3), including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of the Lessee's activities;

(c) none of the Lessee's directors, officers, organizers or incorporators, or any Affiliate or other Person having a private interest in the activities of the Lessee has acquired or received, nor will such Persons be allowed to acquire or receive, directly or indirectly, without due compensation, goods or services therefor, any of the income or assets of the Lessee, in any form;

(d) the Lessee has not received any indication or notice to the effect that its exemption from federal income taxation under section 501(a) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect;

(e) the Lessee has timely filed and will timely file with the Internal Revenue Service all returns required to be filed by the Lessee to maintain its status as an organization described in section 501(c)(3) of the Code, and all returns filed prior to the date of this Lease Agreement were substantially complete in accordance with the instructions therefor;

(f) the Lessee has not devoted nor will it devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of section 501(c)(3) of the Code;

(g) the Lessee has neither taken any action, nor knows of the existence of any condition, which would cause the Lessee to lose its exemption from federal income taxation under section 501(a) of the Code; and

(h) the Lessee shall be organized and shall conduct its operations in such a manner so as to qualify it as an organization described in section 501(c)(3) of the Code.

ARTICLE X
HAZARDOUS SUBSTANCES

Section 10.01. Prohibition on Use. The Lessee shall not introduce any Hazardous Substance in, on or adjacent to the Facilities or the Site without complying with all applicable federal, state and local laws, ordinances, rules, regulations or policies relating to the release, storage, use, disposal, transportation or clean-up of Hazardous Substances, including, but not limited to, the obtaining of proper permits; provided that (a) the amount of such Hazardous Substance does not exceed the normal and customary quantities necessary for the operation and maintenance of Facilities and the Site in the ordinary course of the Lessee's business; and (b) the use, storage and disposal of such Hazardous Substance otherwise strictly complies with all applicable laws, ordinances, rules, regulations and policies. The Lessee shall immediately notify the Lessor of any release or any inquiry, test, investigation or enforcement proceeding by or against the Lessee, the Facilities or the Site concerning a Hazardous Substance.

Section 10.02. Emissions. The Lessee shall not, in violation of any federal, state or local laws, ordinances, rules, regulations or policies, discharge, emit or permit to be discharged or emitted, any Hazardous Substances into the atmosphere, the ground or any body of water that is over, under or contiguous to the Site. If the Lessee's release, storage, use, disposal or transportation of any Hazardous Substance in, on or adjacent to the Facilities or the Site, or the soil or surface or groundwater in or about the Facilities or the Site, in violation of any such laws, ordinances, rules, regulations or policies, the Lessee shall clean-up all such contamination at its expense.

Section 10.03. Storage. Subject to the uses permitted and prohibited to the Lessee under this Lease Agreement, the Lessee shall store all Hazardous Substances in appropriate leak-proof containers.

Section 10.04. Indemnification by the Lessee. The Lessee shall indemnify, defend and hold the Authority, the Lessor, Holders of the Bonds and the Trustee harmless from and against any loss, liability, claims, suits, causes of action, costs, fees, including reasonable attorneys' fees and costs, arising out of or in connection with any such contamination, loss or damage to persons or property, clean-up work, inquiry or enforcement proceeding and any Hazardous Substances released, stored, used, disposed of or transported by the Lessee or any Lessee Parties. The Lessee's obligations under this Article X shall survive the termination of this Lease Agreement. Such indemnification shall extend to any fines, liens, injunctions, loss, liability, damage, expense or claim (including reasonable attorneys' fees) resulting from the Lessee's breach of the covenants in this Section 10.04; or (b) any such Hazardous Substances that were brought, or permitted to be brought, onto the Facilities or the Site by the Lessee or any Lessee Parties. The Lessee shall also defend, indemnify and hold the Lessor and Trustee harmless from any loss, claim, liability or expense, including reasonable attorneys' fees, expert's fees, and costs, arising out of or in connection with the Lessee's failure to observe or comply with the provisions of this Article X. The Lessee's indemnification shall not extend to any costs or liabilities that the Lessee may incur due to the negligence or willful misconduct of the Lessor or Trustee or their respective agents, employees or contractors if any such Person causes a release of Hazardous Substances in the Facilities or on the Site. Notwithstanding anything to the contrary in this Lease Agreement, the indemnification created by this Section 10.04 shall survive the termination of this Lease Agreement.

Section 10.05. Indemnification by the Lessor. The Lessor shall indemnify, defend and hold the Lessee harmless from and against any loss, liability, claims, suits, causes of action, costs, fees, including reasonable attorneys' fees and costs, arising out of or in connection with any such contamination, loss or damage to persons or property, clean-up work, inquiry or enforcement proceedings and any Hazardous Substances released, stored, used, disposed of, or transported by the Lessor or its agents, employees, contactors or invitees. Such indemnification shall extend to any fines, liens, injunctions, loss, liability, damage, expense or claim (including reasonable attorneys' fees) resulting from: (a) the Lessor's breach of the covenants in this Section 10.05; or (b) any such Hazardous Substances that were brought, or permitted to be brought, onto Facilities or the Site by the Lessor. The Lessor shall also defend, indemnify and hold the Lessee harmless from any loss, claim, liability or expense, including reasonable attorneys' fees, expert's fees, and costs, arising out of or in connection with the Lessor's failure to observe or comply with the provisions of this Article X. The Lessor's indemnification shall not extend to any costs or liabilities that the Lessor may incur due to the negligence or willful misconduct of the Lessee or any Lessee Parties if any such Person causes a release of Hazardous Substances in the Facilities or on the Site. Notwithstanding anything to the contrary in this Lease Agreement, the indemnification created this Section 10.05 shall survive the termination of this Lease Agreement.

Section 10.06. Information. The Lessee shall provide the Lessor with any and all information regarding Hazardous Substances used, stored, released or observed by the Lessee in the Facilities or

on the Site, including, without limitation, copies of all filings and reports to governmental entities at the time they are originated, and any other information requested by the Lessor. In the event of any accident, spill or other incident involving Hazardous Matter, the Lessee shall immediately report the same to the Lessor and supply the Lessor with all information and reports with respect to the event. All information described in this Section 10.06 shall be provided to the Lessor regardless of any claim by the Lessee that such information is confidential or privileged.

Section 10.07. Compliance with Law. Notwithstanding any other provision in this Lease Agreement to the contrary, the Lessee shall comply with all laws, statutes, ordinances, regulations, rules and other governmental requirements in complying with its obligations under this Lease Agreement, including, without limitation, those relating to the storage, use and disposal of Hazardous Substances.

ARTICLE XI
DISPOSAL OF WASTE

Section 11.01. Refuse Disposal. The Lessee shall not keep any trash, garbage, waste, or other refuse on the Facilities except in sanitary containers. The Lessee shall regularly and frequently remove same from the Facilities in accordance with any procedures, rules and regulations established by the Lessor for refuse and rubbish removal. The Lessee shall keep all containers or other equipment used for storage or disposal of such materials in a clean and sanitary condition.

Section 11.02. Sewage Disposal. The Lessee shall properly dispose of all sanitary sewage and shall not use the sewage disposal system for the disposal of anything except sanitary sewage not in excess of the amount reasonably contemplated by the uses permitted under this Lease Agreement or permitted by any governmental entity, whichever is less. The Lessee shall keep the sewage disposal system free of all obstructions and in good operating condition.

Section 11.03. Disposal of Other Waste. The Lessee shall properly dispose of all other waste or other matter delivered to, stored upon, located upon or within, used on, or removed from, the Facilities or the Site in such a manner that the waste or other matter does not, and will not, adversely affect: (a) the health or safety of Persons, wherever located, whether in the Facilities, on the Site or elsewhere; (b) the condition, use or enjoyment of Facilities, the Site or any other real or personal property, wherever located, whether in the Facilities, on the Site or elsewhere; or (c) the Facilities, the Site or any of the improvements thereto or thereon including buildings, foundations, pipes, utility lines, landscaping or parking areas.

ARTICLE XII
SERVICES AND UTILITIES

Section 12.01. Limitation of the Lessor's Liability. The Lessor shall not be liable for any losses, whether direct or consequential, arising from any interruption in any utility or service, including, without limitation, any business interruption or data loss, resulting from an interruption in electrical service. The provisions of the foregoing sentence shall not apply if such interruption is

caused by the Lessor's intentional conduct, negligence or breach of any repair or maintenance obligations expressly set forth in this Lease Agreement.

ARTICLE XIII
REPAIRS AND MAINTENANCE

Section 13.01. Structural Maintenance and Repairs. The Lessee shall maintain in good condition and repair or, when necessary, replace the roof, foundations and structural portions of the Facilities and the Site, including the exterior and interior walls, mechanical and building systems, the unexposed electrical, plumbing and sewage systems, including those portions of the systems lying outside the Facilities or the Site, gutters and down spouts, and all heating, ventilating, air conditioning, elevator, life safety and security systems. The Lessee shall maintain all necessary reserves for replacement of such items.

Section 13.02. ADA, Seismic and Structural Work. The Lessee shall be responsible for all costs associated with compliance with requirements of the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) (the "**ADA**") or applicable seismic requirements including, without limitation, installation of improvements, change of use, or remodeling or reconfiguring portions of the Facilities or the Site, that give rise to or that cause the compliance to be required.

Section 13.03. The Lessee's Additional Obligations. Except as otherwise provided in this Lease Agreement, the Lessee shall, at the Lessee's sole cost and expense, maintain all parts of the Facilities and the Site in good, clean and secure condition and repair including, without limitation, any necessary repairs and/or alterations with respect to: (a) any carpet or other floor covering; (b) any interior wall surfaces or partitions; (c) any doors, locks or interior windows; (d) all plumbing, plumbing fixtures, pipes, pipe fixtures, electrical wiring, switches and any and all other fixtures; (e) all standard building furnishings and special items and equipment installed by or at the expense of the Lessee; (f) any telephone and computer or data cabling that serves the Lessee's equipment exclusively; (g) all private showers and kitchens, including any plumbing in connection therewith; (h) any alterations, additions or improvements performed or caused to be performed by the Lessee, including, without limitation, any costs, repairs or maintenance associated with the ADA, seismic laws, asbestos abatement or life safety laws and regulations, or any other law, ordinance, code or other governmental act requiring any repair, maintenance or remediation in the Facilities or on the Site, regardless whether such requirements exist as of the Commencement Date or arise due to new laws, rules or regulations enacted or promulgated after the Commencement Date.

Section 13.04. Repairs and Alterations Necessitated by the Lessee's Acts. In addition to the foregoing, the Lessee shall be responsible for all repairs and alterations in and to the Facilities and the Site, as well as any facilities and systems thereof, the need for which arises out of: (a) the Lessee's use or occupancy of the Facilities, including, but not limited to, any repairs or alterations required as a result of or incident to the application of any law, including, but not limited to, the ADA, to the Lessee's use of the Facilities or the Site; (b) the installation, removal, use or operation of Lessee Property in the Facilities or on the Site; (c) the moving of Lessee Property to or from the Facilities or the Site; or (d) the act, omission, misuse or negligence of the Lessee or any Lessee Parties.

Section 13.05. Certain Rights of the Lessor. If the Lessee fails to perform the Lessee's obligations under this Article XIII or any other Section of this Lease Agreement, the Lessor may at its option (but shall not be required to) enter upon Facilities and/or the Site after 24 hours' prior written notice to the Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on the Lessee's behalf and put the same in good order, condition and repair. The Lessor shall have no liability to the Lessee for any damage, inconvenience, or interference with the use of the Facilities or the Site by the Lessee as a result of performing any such work.

ARTICLE XIV
CONSTRUCTION, ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Section 14.01. By the Lessor. Unless specifically provided in this Lease Agreement, the Lessor shall have no obligation to construct or install any improvements in the Facilities, nor shall the Lessor be obligated to contribute to the cost or expense of any improvements, including improvements or alterations required by the ADA or seismic requirements or any other applicable law.

Section 14.02. By the Lessee. All work done by the Lessee with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by the Lessor, in writing, prior to commencement of the work, and such work shall be diligently completed. In the event the Lessor consents to the making of any alterations, additions or improvements to the Facilities or the Site by the Lessee, these shall be made by the Lessee at the Lessee's sole cost and expense and must be done in accordance with all applicable laws, including, but not limited to, any work or improvements under the ADA and applicable provisions of Title 24 of the United States Code that are required incident to, as a condition of, or as a result of any alterations, improvements, or additions installed or constructed by the Lessee, regardless whether such work must be conducted within or outside of the Facilities or on the Site. The Lessee acknowledges that the Lessor has made no representation or warranty regarding the ability of the Lessee to obtain permits or approval to install any additions or improvements in the Facilities or on the Site, nor has the Lessor made any representation or warranty regarding the anticipated cost of any addition or improvement, all of which the Lessee agrees shall be the responsibility of the Lessee to fully investigate at the Lessee's sole cost and expense.

Section 14.03. Indemnification. The Lessee shall keep the Facilities and the Site free and clear of any liens of any kind other than Permitted Liens, and the Lessee shall indemnify, defend against and keep the Authority, the Lessor and the Trustee free and harmless from all liability, loss damage, costs, attorneys' fees and any other expenses incurred on account of claims by any person performing work or furnishing materials or supplies for the Lessee or any person claiming under the Lessee, except for any claims caused by the gross negligence or willful misconduct of the Trustee or the Lessor.

Section 14.04. No Removal of Lessee Improvements and Fixtures. Any alterations, additions or improvements to the Facilities, including but not limited to wall covering, paneling, and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the

Term become a part of the Facilities, as applicable, and at that time shall be and become the property of the Lessor and shall be surrendered with the Facilities and the Site. Upon the expiration or sooner termination of the Term, the Lessor may, by written notice, require the Lessee, at the Lessee's sole cost and expense, forthwith and with all due diligence to remove any and/or all alterations, additions or improvements made by the Lessee and return the Facilities and the Site to their original condition (which may include removal of telephone and network wiring); and the Lessee shall, no later than 10 days after termination, and with due diligence at its sole cost and expense, repair any damage to the Facilities or the Site caused by such removal.

Section 14.05. Removal of Trade Fixtures and Personal Property. Lessee Property shall be and shall remain the property of the Lessee and may be removed by the Lessee at any time during the Term; provided that if any Lessee Property is removed, the Lessee shall promptly repair any damage to the Facilities or the Site resulting from such removal.

ARTICLE XV
INSURANCE

Section 15.01. Insurance Coverage. The Lessee covenants and agrees to procure, keep and maintain throughout the term of this Lease Agreement, including any renewal term:

(a) Insurance (including builder's all-risk insurance during any period of construction at the Facilities) against loss or damage to any structure constituting any part of the Facilities by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this subsection shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without deduction for depreciation) of all buildings, structures and fixtures constituting any part of the Facilities, or (ii) the principal amount of the Bonds then Outstanding under the Indenture, and shall be subject to a deductible not to exceed $100,000 per occurrence.

(b) Business interruption insurance to cover loss, total or partial, of the use of any structures constituting any part of the Facilities as the result of any of the hazards covered by the insurance required by Section 15.1(a), in an amount sufficient to pay the Rent for a period of at least 12 months. Proceeds of such insurance in the amount of at least 12 months of Rent shall be deposited with the Master Trustee into the "Insurance and Condemnation Proceeds Fund" established pursuant to the Master Trust Indenture.

(c) (i) general liability insurance of no less than $1,000,000 per occurrence and $2,000,000 aggregate and (ii) worker's compensation insurance as required by the laws of the State.

Section 15.02. Insurance Consultant Review. An Insurance Consultant shall review the insurance requirements of the Lessee with respect to the Facilities from time to time (but not less frequently than once every five years) commencing July 1, 2027. If such review indicates that the Lessee should increase any of the coverages required by Section 15.1(a) hereof, the Lessee shall review such recommendation with its Governing Body and shall increase such coverage; provided, however, that such coverage is available from reputable insurance companies at a reasonable cost on the open market.

Section 15.03. Insurance Policy Requirements. The insurance policies required by Section 15.1 hereof shall be carried by insurance companies which are financially responsible and capable of fulfilling the requirements of such policies. All such policies (except liability policies) shall name the Lessor and the Master Trustee as loss payees or additional insureds as their interests may appear, as applicable. Each policy shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved and shall contain a provision to the effect that the insurer shall not cancel or substantially modify the policy provisions without first giving at least 30 days' prior written notice thereof to the Lessor, the Authority, the Trustee and the Master Trustee.

Section 15.04. Applications for Relief. The Lessee shall use its best efforts to apply for any grants, loans or other relief available from the State or the federal government to obtain amounts necessary to rebuild any portion of the Facilities destroyed or damaged in connection with an uninsured or underinsured calamity causing destruction or damage; provided, however, that the Lessee shall not be required to accept such amounts if doing so would jeopardize the integrity of the Lessee's programs.

Section 15.05. Notice of Cancellation. No policy of insurance required of the Lessee under this Lease Agreement shall be cancelable or subject to reduction of coverage or other material modification except after 30 days' prior written notice thereof to the Lessor and the Trustee. In the event of such cancellation or reduction of coverage, the Lessee, within 15 days prior to the cancellation or modification of such policy, shall furnish the Lessor with a renewal or replacement policy so that at all times, the insurance coverage required of the Lessee under this Lease Agreement shall be maintained. If the Lessee shall fail to procure and maintain such insurance, the Lessor may, but shall not be required to, procure and maintain same, but only at the expense of the Lessee.

Section 15.06. Waiver of Subrogation. To the extent not prohibited by or violative of any policy of insurance issued to the Lessor or the Lessee, each Party to this Lease Agreement waives the right to maintain a direct action against the other for damages covered by the respective insurance policies, whether or not such policies are actually in full force or effect at the time of any such claim. Such mutual waiver of subrogation shall apply only to the extent that proceeds are actually receivable under the applicable policy or policies and shall not apply to any portion of any claim that is not covered by the insurer by reason of a loss deductible provision or a denial of coverage.

ARTICLE XVI
INDEMNIFICATION

Section 16.01. By the Lessee. The Lessee shall indemnify, protect, defend, and hold the Authority, the Trustee, the Holders of the Bonds and the Lessor harmless against and from liability, claims, actions or proceedings of any kind for loss or damage to property of the Lessee or any other Person, or for any injury to or death of any person, arising out of: (a) the Lessee's use and occupancy of the Facilities and the Site, or any work, activity or other things allowed or suffered by the Lessee to be done in, on or about the Facilities or the Site; (b) any breach or default by the Lessee of any of the Lessee's obligations under this Lease Agreement; (c) any negligent or otherwise tortious act or omission of the Lessee, any Lessee Parties or contractors; or (d) theft. The Lessee shall at the Lessee's expense, and by counsel selected by the Lessor (subject to approval of applicable insurer(s) that have accepted coverage unconditionally and without reservation), defend the Authority, the Trustee, and the Lessor in any action or proceeding arising from any such claim and shall indemnify the Authority, the Trustee and the Lessor against all costs, attorney's fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for the Lessor's execution of this Lease Agreement, the Lessee hereby assumes all risk of damage or injury to any person or property in, on or about the Facilities or the Site from any cause except for risk resulting from the intentional or negligent conduct of the Trustee or the Lessor, or as is otherwise imposed by operation of law.

Section 16.02. Regarding the Lessor. As material consideration to the Lessor, the Lessee agrees that the Lessor shall not be liable to the Lessee for any damage to the Lessee or the Lessee's property from any cause, and the Lessee waives all claims against the Lessor for damage to persons or property arising for any reason, except for damage resulting directly and solely from the Lessor's intentional or negligent conduct or breach of its express obligations under this Lease Agreement that the Lessor has not cured within a reasonable time after receipt of written notice of such breach from the Lessee.

Section 16.03. Indemnification of Authority and Trustee; **Acknowledgement of Joint and Several Obligation**. The Lessee and the Lessor, as their joint and several obligation, shall indemnify the Authority and the Trustee under the provisions of Section 3.05 of the Loan Agreement, which obligation shall survive the termination of this Lease Agreement.

ARTICLE XVII
DAMAGE OR DESTRUCTION

Section 17.01. Master Trust Indenture Controlling. The provisions of Section 3.03 of the Master Trust Indenture shall control as to any damage to or destruction of all or part of the Facilities and/or the Site. The Lessee shall take any and all actions for or on behalf of the Lessor as may be required for the Lessor's observance and performance of the Lessor's obligations under said Section 3.03. If under any circumstance any conflict shall exist between the provisions of said Section 3.03 and this Lease Agreement, the provisions of said Section 3.03 shall be controlling for all purposes and provisions of this Lease Agreement.

ARTICLE XVIII
CONDEMNATION

Section 18.01. Eminent Domain. The provisions of Section 3.03 of the Master Trust Indenture shall control as to any condemnation of all or part of the Facilities and/or the Site. The Lessee shall take any and all actions for or on behalf of the Lessor as may be required for the Lessor's observance and performance of the Lessor's obligations under said Section 3.03. If under any circumstance any conflict shall exist between the provisions of said Section 3.03 and this Lease Agreement, the provisions of said Section 3.03 shall be controlling for all purposes and provisions of this Lease Agreement.

Section 18.02. Lease Agreement Continues. If this Lease Agreement is not terminated by either the Lessor or the Lessee, then it shall remain in full force and effect as to the portion of the Facilities and the Site remaining after condemnation; provided the Base Rent shall be reduced in proportion to the reduction, if any, in Loan Repayments due to the partial redemption of Bonds as a result of the condemnation. In the event this Lease Agreement is not so terminated, then the Lessor shall, at the Lessor's sole cost, but only to the extent of compensation or severance damages received by the Lessor in connection with such condemnation, restore the Facilities, as applicable, to the quality and character as existed prior to the condemnation as soon as reasonably possible. The Lessee shall pay any amount in excess of such severance damages required to complete such repair.

ARTICLE XIX
CERTAIN FINANCIAL COVENANTS

Section 19.01. Consolidated Payment Obligations Coverage Ratio. The Lessee covenants and agrees to calculate for each Fiscal Year its Consolidated Payment Obligations Coverage Ratio based on its audited financial statements for such Fiscal Year, and to provide a copy of such calculation for such period to the Lessor and the Master Trustee annually commencing with the later of the (a) Fiscal Year ending June 30, 2023, and (b) Fiscal Year ending June 30 of the Fiscal Year in which this Lease Agreement is executed. The Lessee also covenants to maintain its Net Operating School Revenue so that its Consolidated Payment Obligations Coverage Ratio at the end of each Fiscal Year is not less than 1.10 to 1.00; provided that, except as provided below, the Lessee's failure to achieve the required Consolidated Payment Obligations Coverage Ratio will not constitute an Event of Default under this Lease Agreement if the Lessee promptly engages an Independent Consultant to prepare a report, to be delivered to the Lessee, the Lessor and the Master Trustee within 45 days of engagement, with recommendations for meeting the required Consolidated Payment Obligations Coverage Ratio or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. The Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. In no event shall the Lessee be obligated to retain such an Independent Consultant more often than once during any 24-month period. The Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. Notwithstanding the foregoing, the Lessee's failure to achieve a Consolidated Payment Obligations Coverage Ratio of 1.00 to 1.00 will constitute an Event of Default under this Lease Agreement.

Section 19.02. Days Cash on Hand Requirement.

(a) The Lessee shall calculate Consolidated Days Cash on Hand for the Obligated Group Schools as of the last day of each Fiscal Year, commencing with the later of the Fiscal Year ending June 30, 2023, and the immediately succeeding Fiscal Year commencing after the effective date of this Lease Agreement based upon its audited financial statements for such Fiscal Year and file such reports with the Master Trustee. For each calculation date, the Obligated Group Schools will maintain Consolidated Days Cash on Hand as of the last day of each Fiscal Year equal to or greater than 45 days (each such requirement being a "Days Cash on Hand Requirement"). Any failure of the Obligated Group Schools to satisfy the Days Cash on Hand Requirement shall not constitute a default or Event of Default under this Lease Agreement.

(b) The Lessee shall provide a certificate to the Lessor and the Master Trustee at the time of delivery of its annual audited financial statements for each Fiscal Year indicating whether the Lessee, on behalf of the Obligated Group Schools, has met the requirement set forth in paragraph (a) of this Section 19.02. If the certificate indicates that such cash balance requirement has not been met, the Lessee covenants to retain an Independent Consultant at the expense of the Lessee, on behalf of the Obligated Group Schools, within 45 days, to make recommendations to increase such balances in the then-current Fiscal Year to the required level or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. The Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. Notwithstanding the foregoing, the Lessee shall not be obligated to retain such an Independent Consultant more often than once during any 24-month period.

Section 19.03. Limitation on Liens on Gross School Revenues. Except as otherwise provided in this Lease Agreement or any related School Loan Agreement, the Lessee covenants and agrees that it will not create, assume or suffer to exist any lien upon or pledge of the Gross School Revenues (except State apportionment revenue pledged to secure Short-Term Indebtedness incurred pursuant to Section 19.04(c) hereof).

Section 19.04. Limitations on Obligated Group School Indebtedness. The Lessee covenants that it will not incur, assume or guarantee ("incur") any Obligated Group School Indebtedness (secured or unsecured), except Obligated Group School Indebtedness with respect to purposes benefiting the Lessee specifically, and except as provided in this Section 19.04.

(a) Long-Term Indebtedness may be incurred if, prior to the issuance of such Additional Indebtedness, an Independent Consultant selected by the Obligated Group Representative provides a written report to the Master Trustee setting forth projections which indicate that:

(i) the Consolidated Payment Obligations Coverage Ratio for each of the three consecutive full Fiscal Years beginning in the earlier of:

(A) the first full Fiscal Year following the estimated date of completion and initial use of all revenue-producing facilities to be financed with such Additional Indebtedness, based upon a certified written estimated completion date by the consulting engineer for such Facility or Facilities; or

(B) the first full Fiscal Year in which the obligor of such Additional Indebtedness will have scheduled payments of interest on or principal of the Additional Indebtedness to be issued for the payment of which provision has not been made as indicated in the report of such Independent Consultant from proceeds of such Additional Indebtedness, investment income thereon or from other appropriate sources (other than Consolidated Net Operating School Revenue), provides for a Consolidated Payment Obligations Coverage Ratio, taking into account all Outstanding Long Term Indebtedness and the Additional Indebtedness to be issued, of not less than 1.20:1.00; and

(ii) the Consolidated Payment Obligations Coverage Ratio for the Fiscal Year immediately preceding the assumption of the proposed Additional Indebtedness is calculated to be at least 1.10:1.00 in such Fiscal Year, or would have been greater than it would otherwise have been, absent such proposed Additional Indebtedness. The report of the Independent Consultant shall take into account, as applicable, (1) the audited results of operations and verified enrollment of the Obligated Group Schools for the most recently completed Fiscal Year, (2) projected enrollment of the Obligated Group Schools and (3) Gross Revenues at the completion of such Facility or Facilities financed with such Additional Indebtedness. In addition, the report of the Independent Consultant shall assume that the Long Term Indebtedness then to be incurred shall have been outstanding for the entire year.

(b) Long Term Indebtedness may be incurred for the purpose of refunding any Outstanding Indebtedness, if prior to the incurrence thereof, there is delivered to the Trustee an Officer's Certificate demonstrating that (i) the Maximum Annual Debt Service will not increase by more than 10% after the incurrence of such proposed refunding Long Term Indebtedness and after giving effect to the disposition of the proceeds thereof; (ii) the total Debt Service on the Indebtedness being refinanced will not increase by more than 10% after the incurrence of such proposed refunding Long-Term Indebtedness and after giving effect to the disposition of the proceeds thereof; or (iii) the requirements of subsection (a)(i) above are met; provided that the foregoing shall not apply to any refinancing with Balloon Indebtedness.

(c) Short-Term Indebtedness may be incurred for working capital purposes which the Lessee in its judgement deems expedient, or Interim Indebtedness for working capital purposes or other business which the Lessee in its judgement deems expedient, which Short-Term Indebtedness and Interim Indebtedness shall constitute Non-Recourse Indebtedness, so

long as such proposed Indebtedness, together with all Short-Term Indebtedness and Interim Indebtedness then outstanding, does not exceed the greater of (i) 25% of the Gross School Revenues for the fiscal year for which the most recent available audited financial statements of the Lessee are available, (ii) 85% of deferred principal apportionment due to the Lessee in any fiscal year based on the average daily attendance of the Lessee as of October 15 of such fiscal year, calculated consistently with the requirements of the California Education Code for determination of Period I certification of principal apportionment and certified by the Lessee to the Lessor and the Trustee in writing prior to the incurrence of such Short-Term Indebtedness, or (iii) the maximum amount of deferred apportionment and principal apportionment due to the Lessee in any fiscal year that is deferred at any time or subject to deferral pursuant to Section 14041.6 of the California Education Code or Sections 16325.5 and 16326 of the California Government Code, or any subsequent legislation authorizing additional deferrals of such apportionments. Indebtedness incurred pursuant to this Section may be secured by a pledge of School Gross Revenues on parity with or senior to the security interest granted hereunder.

(d) Indebtedness consisting of purchase money obligations with respect to any item of equipment related to the Facilities may be incurred without limitation.

(e) Indebtedness consisting of leases (other than those described in paragraph (d) below) which are considered operating leases under generally accepted accounting principles, the term of which does not exceed two years, may be incurred without limitation.

(f) Leases for a charter school facility the term of which exceeds two years shall be deemed to be Indebtedness and may be incurred only if, prior to the incurrence of such Indebtedness, an Independent Consultant selected by the Borrower provides a written report to the Trustee indicating that the Consolidated Payment Obligations Coverage Ratios required to be met under the Long-Term Indebtedness provisions set forth in paragraph (a) above are satisfied, assuming only for the purposes of such calculation that such lease Indebtedness constitutes additional Long-Term Indebtedness.

(g) Subordinated Indebtedness may be incurred without limitation.

Section 19.05. Use of Public Moneys. The Lessee covenants that it will not use any public money, assets, and funds for support of the public school system that it receives through apportionments from the State in a manner that conflicts with or constitutes on its part or on the part of the Charter Schools a violation or breach of any California statute, rule or regulation governing the use of those moneys.

Section 19.06. Use of Intercept Moneys. The Lessee covenants that all funds subject to the Intercept shall be transferred only to the Trustee for the Bonds.

Section 19.07. Subordination of Support Office Management Fees. So long as Bonds remain Outstanding:

(a) in connection with the internal policies and protocols established under any Support Office Management Agreements, and notwithstanding the terms thereof, the Lessee hereby agrees that (i) the payment of all Support Office Management Fees under any Support Office Management Agreements shall be subordinated to the Lessee's obligations for the payment of operating expenses of the Obligated Group Schools, rent payments to the Lessor under this Lease Agreement and any School Loan Repayments under any applicable School Loan Agreement; (ii) the obligation of the Lessee to pay Support Office Management Fees relating to the Obligated Group Schools shall be suspended for any such time as the payment of Support Office Management Fees would cause the Lessee to fail to meet any of the financial covenants contained in this Article XIX; and (iii) during any period of time when Support Office Management Fees remain unpaid, such fees shall accrue without interest. If Lessee has not engaged a separate manager with respect to the Schools, Lessee agrees that it shall not apply any Gross School Revenues to costs and expenses of management unless and until all Rent is fully paid and the Loan is not in default;

(b) the Lessee shall not enter into any Management Agreement for the payment of Support Office Management Fees to the Lessee or any supporting organization of the Lessee under Internal Revenue Code section 509(a)(3), or any of their respective affiliates, with respect to the Obligated Group Schools, unless the Management Agreement provides that: (i) the payment of all Support Office Management Fees under such Management Agreement shall be subordinated to the Lessee's obligations for the payment of operating expenses of the Obligated Group Schools, rent payments to the Lessor under this Lease Agreement and any School Loan Repayments under any applicable School Loan Agreement; (ii) the obligation of the Lessee to pay Support Office Management Fees relating to the Obligated Group Schools shall be suspended for any such time as the payment of Support Office Management Fees would cause the Lessee to fail to meet any of the financial covenants contained in this Article XIX; and (iii) during any period of time when Support Office Management Fees remain unpaid, such fees shall accrue without interest; and

(c) if the Lessee has not engaged a separate manager with respect to the Obligated Group Schools, the Lessee agrees that it shall not apply any Gross School Revenues to costs and expenses of management unless and until all Rent is fully paid and the Loan is not in default.

Section 19.08. Independent Consultants. Whenever this Lease Agreement provides for the retention or engagement of an Independent Consultant by the Lessee, such Independent Consultant will be engaged in the manner as set forth in this Section 19.8. Upon the selection by the Lessee of an Independent Consultant as required under the provisions of this Lease Agreement or School Loan Agreement, the Lessor will notify the Obligated Group Representative, who will notify the Master Trustee of such selection. The Master Trustee is required to, as soon as practicable but in no case longer than five Business Days after receipt of notice, notify the Holders of all Outstanding Related Bonds of such selection. Such notice (which shall be provided by the Obligated Group Representative) will (a) include the name of the Independent Consultant and a brief description of the Independent Consultant, (b) state the reason that the Independent Consultant is being engaged including a description of the covenant(s) of this Lease Agreement that require the Independent Consultant to be

engaged, and (c) state that the Holder of the Outstanding Related Bonds will be deemed to have consented to the selection of the Independent Consultant named in such notice unless such Holder submits an objection to the selected Independent Consultant in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 15 days of the date that the notice is sent to the Holders. No later than two Business Days after the end of the 15-day objection period, the Master Trustee is required to notify the Obligated Group Representative of the number of objections. If 66.6% or more in aggregate principal amount of the Holders of the Outstanding Related Bonds have been deemed to have consented to the selection of the Independent Consultant, the Lessor is required to cause the Lessee to engage the Independent Consultant within three Business Days. If 33.4% or more in aggregate principal amount of the Holders of the Outstanding Related Bonds have objected to the Independent Consultant selected, the Lessee will select another Independent Consultant which may be engaged upon compliance with the procedures described herein.

ARTICLE XX
ASSIGNMENT AND SUBLETTING

Section 20.01. Assignment by the Lessee.

(a) The Lessee shall not mortgage, pledge, hypothecate or encumber this Lease Agreement or any interest in this Lease Agreement. The Lessee shall not assign this Lease Agreement or sublet, or suffer any other Person (the agents, servants of the Lessee and Lessee Parties excepted) to occupy or use the Facilities or the Site, or any part thereof, or any right or privilege appurtenant thereto without the prior written consent of the Lessor first had and obtained, together with a written determination in form and substance satisfactory to them that such actions will have no material adverse effect on the tax status of the Tax-Exempt Bonds. The Lessor's consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting, nor shall the Lessor's consent release the Lessee from any of its obligations under this Lease Agreement unless such consent expressly so provides. Any assignment, subletting, occupation or use without the prior written consent of the Lessor or without a written determination that such actions will have no material adverse effect on the tax status of the Tax- Exempt Bonds shall be void and, at the option of the Lessor, shall cause the termination of this Lease Agreement. Notwithstanding anything to the contrary in this Section 20.01, the Lessee shall have the right to assign this Lease Agreement to an entity of which the Lessee is the Sole Member and/or a supporting organization of the Lessee, in either case subject to the Lessee's general supervision and control. In no event shall such an assignment release the Lessee of or from any of its obligations under this Lease Agreement.

(b) Except as provided in this Section 20.01, no interest of the Lessee in this Lease Agreement shall be assignable by involuntary assignment through operation of law. Each of the following acts shall be considered an involuntary assignment: (i) if the Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the United States Bankruptcy Code in which the Lessee is the debtor; or if the Lessee is a partnership or consists of more than one Person, if any partner of the partnership or other Person is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; or (ii)

if a writ of attachment or execution is levied on this Lease Agreement; or (iii) if in any proceeding or action to which the Lessee is a party, a receiver is appointed with authority to take possession of Facilities or the Site. An involuntary assignment shall constitute a default by the Lessee and the Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of the Lessee.

(c) No subletting or assignment (other than as expressly permitted under this Section 20.01) shall release the Lessee of or from any of its obligations under this Lease Agreement or alter the primary liability of the Lessee to pay the Rent and to perform all other obligations to be performed by the Lessee under this Lease Agreement. The acceptance of Rent by the Lessor from any other Person shall not be deemed to be a waiver by the Lessor of any provision of this Lease Agreement. The Lessor's consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting, nor shall the Lessor's consent release the Lessee of or from any of its obligations under this Lease Agreement unless such consent expressly so provides. In the event of default by an assignee or subtenant of the Lessee or any successor of the Lessee in the performance of any of the terms of this Lease Agreement, the Lessor may proceed directly against the Lessee without the necessity of exhausting remedies against such assignee, subtenant or successor.

(d) Either the Lessor or the Lessee may request the other's permission to license to a third party certain areas of the Facilities or the Site for uses, other than during regular school hours, by Persons for purposes that are determined to be consistent with the Charter Schools' mission, purpose and presence in the local community and not to constitute or result in the violation of any other covenant of the Lessor or the Lessee under the Loan Agreement or this Lease Agreement.

Section 20.02. Assignment by the Lessor. Other than assignment to a lender (including to the Trustee), to which the Lessee hereby consents, or by the terms of applicable law, the Lessor shall not assign this Lease Agreement in whole or in part to any other party, without providing the Lessee with prior written notice. The Lessee acknowledges that the Property is subject to one or more Mortgages in favor of the Master Trustee and that certain of the Lessor's rights under this Lease Agreement are assigned to the Master Trustee as security for the Bonds.

ARTICLE XXI
DEFAULT

Section 21.01. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease Agreement by the Lessee:

(a) the occurrence of an Event of Default under the Loan Agreement, the Indenture or the Mortgages;

(b) the Abandonment of the Facilities by the Lessee;

(c) the failure of the Lessee timely to vacate and surrender possession of the Facilities and the Site upon termination or expiration of the Lessee's right thereto or expiration or termination of this Lease Agreement;

(d) the failure by the Lessee to make any payment of Rent or any other payment required to be made by the Lessee (including without limitation any payment of Additional Rent) to or for the account of the Lessor under this Lease Agreement, as and when due; (i) becoming insolvent as defined by applicable State law; (ii) the making by the Lessee of any general assignment or general arrangement for the benefit of creditors; (iii) the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Lessee, the same is dismissed or withdrawn within 60 days); (iv) the appointment of a trustee or a receiver to take possession of substantially all of the Lessee's assets located at the Facilities or on the Site or of the Lessee's interest in this Lease Agreement, where possession is not restored to the Lessee within 30 days; or (v) the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Facilities or on the Site or of the Lessee's interest in this Lease Agreement, where such seizure is not discharged in 30 days;

(e) the failure of the Lessee to timely observe or perform any other covenant, condition or provision of this Lease Agreement and such failure shall continue for a period of 30 days after written notice thereof by the Lessor to the Lessee; provided, however, that if the nature of the Lessee's default is such that more than 30 days are required for its cure, then the Lessee shall not be deemed to be in default if the Lessee commences such cure within said 30-day period and completes such cure within 60 days after such written notice;

(f) except as set forth in Section 4.02, the failure of the Lessee to maintain the charters to operate the Charter Schools in the Facilities and at the Site or otherwise comply with the requirements of the California Education Code and such failure continues for a period of 30 days after written notice thereof by the Lessor to the Lessee; provided, however, that if the nature of the Lessee's default is such that more than 30 days are required for its cure, then the Lessee shall not be deemed to be in default if the Lessee commences such cure within such 30-day period and completes such cure within 60 days after such written notice;

(g) failure of the Lessee to maintain the required Consolidated Payment Obligations Coverage Ratio to the extent provided in Section 19.01; and

(h) the failure of the Lessee to make the payments required by Section 5.11.

ARTICLE XXII
REMEDIES IN DEFAULT

Section 22.01. Liability of the Lessee. In the event of any such default or breach by the Lessee, the Lessor may at any time thereafter, and without limiting any right or remedy that the Lessor may have by reason of such default or breach, now or later allowed by law, exercise any such right or remedy including but not limited to:

(a) recover from the Lessee all damages incurred by the Lessor by reason of the Lessee's default including, but not limited to: the cost of recovering possession of the Facilities; expenses of re-letting, including broker's commissions and necessary renovation and alteration of the Facilities, the remaining unamortized value of any improvement made to the Facilities for the Lessee for which the Lessor paid and any brokerage commission paid in connection with this Lease Agreement, amortized over the life of the Term; consequential damages, including damages caused by the loss of a new tenant that is caused by reason of delay in the Lessee's surrender of possession or loss of financing that is caused by the Lessee's delay in execution of an estoppel certificate or subordination agreement;

(b) terminate the Lessee's right to possession of the Facilities by any lawful means and by providing no less than 30 days' written notice ("**Termination Notice Period**"), in which case this Lease Agreement shall terminate on the last day of the Termination Notice Period and the Lessee shall immediately surrender possession of the Facilities and the Site to the Lessor. In such event, the Lessor shall be entitled to recover from the Lessee all damages incurred by the Lessor by reason of the Lessee's default including, but not limited to, the cost of recovering possession of the Facilities and the Site; expenses of reletting, including necessary renovation and alteration of the Facilities, reasonable attorney's fees, any real estate commission actually paid; and the worth at the time of award of the amount by which the unpaid Base Rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided; maintain the Lessee's right to possession, in which case this Lease Agreement shall continue in effect whether or not the Lessee shall have abandoned the Facilities. In such event the Lessor shall be entitled to enforce all of the Lessor's rights and remedies under this Lease Agreement, including the right to recover Base Rent and any other payments due the Lessor, the Trustee or the Holders of the Bonds under this Lease Agreement as the same become due under this Lease Agreement; and

(c) pursue any other remedy as of the date of this Lease Agreement or after the date of this Lease Agreement available to the Lessor under the laws or judicial decisions of the State.

Section 22.02. Liability of the Lessor. Except as set forth in Article IV, the Lessor's liability to the Lessee shall be limited to a partial or total abatement of Base Rent or Operating Expenses based upon the level to which the Lessee's quiet enjoyment of the Facilities and the Site is prevented by the Lessor's default or the reasonable amount advanced by the Lessee to cure the Lessor default; provided, however, that in the event damage to the Lessee or Lessee Property results from the Lessor's willful misconduct or grossly negligent acts or omissions or breach of its express obligations under this Lease Agreement that the Lessor has not cured within a reasonable time after receipt of written notice of such breach from the Lessee, the Lessee shall have the right to pursue payment for the costs resulting from such damage under any of the Lessor's applicable insurance policies. Except as otherwise

provided expressly in this Lease Agreement, the Lessor shall not be liable to the Lessee, or anyone claiming through or on behalf of the Lessee, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues. In no event shall any individual partner, officer, shareholder, trustee, beneficiary, director, manager, member or similar party, of either the Lessor or the Lessee be liable to the other party, or anyone claiming by through or under the other party for the performance of or by a party under this Lease Agreement or any amendment, modification or agreement with respect to this Lease Agreement. In all other cases, the Lessee is entitled to pursue any remedy now or hereafter available under the laws or judicial decisions of the State including termination of this Lease Agreement.

ARTICLE XXIII
SUBORDINATION

Section 23.01. Delivery of Subordination Documents. The Lessee covenants and agrees to execute and deliver, within 10 days of written demand from the Lessor or the Trustee, and in the form requested by the Lessor or the Trustee, any additional documents evidencing the priority or subordination of this Lease Agreement with respect to the Mortgages.

Section 23.02. Subordination. Upon written request of the Lessor or the Trustee or any successor beneficiary under the Mortgages, the Lessee will in writing subordinate its rights under this Lease Agreement to the Mortgages.

Section 23.03. Lease Is Subject to Mortgages. Without the necessity of any additional document being executed by the Lessee for the purpose of effecting a subordination, this Lease Agreement shall be subject and subordinate automatically and at all times to the lien of the Mortgages and to any other deed of trust now or hereafter entered into with respect to the Lessor or the Project. In the event that the Mortgages is foreclosed or a conveyance in lieu of foreclosure is made for any reason, the Lessee shall, notwithstanding any subordination, attorn to and become the Lessee of the successor-in-interest to the Lessor, at the option of such successor-in-interest; provided, however, that at the option of the Trustee or any successor beneficiary under the Mortgages, this Lease Agreement shall be terminated upon such foreclosure or conveyance.

ARTICLE XXIV
NOTICE

Section 24.01. Means and Timing. Any notice given under this Lease Agreement shall be in writing and served either personally or sent by prepaid certified first-class mail, overnight delivery service, courier or electronic means addressed as set forth in Article I. The Lessor and the Lessee may change their respective notice address by notification to the other party. Notice by mail shall be deemed to be communicated five Business Days from the date of mailing. Notice by overnight delivery service shall be deemed to be communicated three Business Days from the date of shipping. Notice by courier or electronic means shall be deemed to be communicated two Business Days from the date of transmittal.

Section 24.02. The Trustee. Notwithstanding the provisions of Section 24.01, the Trustee shall not be required to take notice or be deemed to have notice of any default or breach pursuant to Section 21.01 unless a Responsible Officer of the Trustee has actual notice thereof or a Responsible Officer or the Trustee shall be specifically notified in writing. All notices or other instruments required by this Lease Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the address of said Trustee provided for in Article I, and, in the absence of such notice so delivered, the Trustee may conclusively assume that there is no default or breach under this Lease Agreement except as aforesaid. Upon receipt of notice of a default or breach under this Lease Agreement, the Trustee shall serve written notice of such default or breach upon the Lessee unless the Lessee has expressly acknowledged the existence of such default or breach in a writing delivered by the Lessee to the Trustee or filed by the Lessee in any court.

ARTICLE XXV
WAIVER

Section 25.01. Effect of Waiver, Consent or Approval. No delay or omission in the exercise of any right or remedy by the Lessor or the Lessee shall impair either's right or remedy or be construed as a waiver. Neither the Lessor's consent to or approval of any act by the Lessee requiring the Lessor's consent or approval nor the Lessee's consent to or approval of any act by the Lessor requiring the Lessee's consent shall be deemed to waive or render unnecessary the Lessor's consent to or approval of any subsequent act by the Lessee or the Lessee's consent to or approval of any subsequent act by the Lessor. Any waiver by the Lessor or the Lessee of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease Agreement.

ARTICLE XXVI
GOVERNMENT ENERGY OR UTILITY CONTROLS

Section 26.01. Restrictions on Use or Consumption. In the event of imposition of federal, State or local government controls, rules, regulations or restrictions on the use or consumption of energy or other utilities during the Term, both the Lessor and the Lessee shall be bound thereby. In the event of a difference in interpretation by the Lessor and the Lessee of any such controls, the interpretation of the Lessor shall prevail, and the Lessor shall have the right to enforce compliance therewith, including, subject to the provisions of Section 4.4, the right of entry into the Facilities and the Site to effect compliance.

ARTICLE XXVII
ADDITIONAL COVENANTS

Section 27.01. Additional Covenants. The Lessee hereby covenants:

(a) to maintain books and records separate from any other unrelated Person or entity;

(b) to maintain its accounts separate from any other unrelated Person or entity;

(c) not to commingle assets with those of any other unrelated entity;

(d) to conduct its own business in its own name;

(e) to pay its own liabilities out of its own funds;

(f) to observe all corporate formalities;

(g) to maintain an arm's-length relationship with its Affiliates;

(h) to pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

(i) not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others, except to the extent permitted hereunder;

(j) not to acquire obligations or securities of its partners or members, if any; to allocate fairly and reasonably any overhead for shared office space;

(k) to use separate stationery, invoices, and checks;

(l) except as otherwise expressly permitted hereunder, not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity;

(m) to hold itself out as a separate entity;

(n) to correct any known misunderstanding regarding its separate identity; and

(o) to maintain adequate capital in light of its contemplated business operations.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

Section 28.01. The Lessor's Consent. Except where otherwise stated to the contrary in this Lease Agreement, any consent required by the Lessor under this Lease Agreement must be granted in writing and may be withheld or conditioned by the Lessor in its reasonable discretion.

Section 28.02. The Lessee's Consent. Except where otherwise stated to the contrary in this Lease Agreement, any consent required by the Lessee under this Lease Agreement must be granted in writing and may be withheld or conditioned by the Lessee in its reasonable discretion.

Section 28.03. The Lessor's Successors. In the event of a sale or conveyance by the Lessor of the Facilities and the Site, such sale or conveyance shall operate to release the Lessor from any liability under this Lease Agreement, except as to any issues arising out of or related to Hazardous Substances, and in such event the Lessor's successor in interest shall be solely responsible for the Lessor's obligations under this Lease Agreement.

Section 28.04. Interpretation. This Lease Agreement shall be construed and interpreted in accordance with the laws of the State. When required by the content of this Lease Agreement, the singular shall include the plural, and any gender-related identifier shall include all gender-related identifiers. The enforceability, invalidity or illegality of any provision of this Lease Agreement shall not render the other provisions of this Lease Agreement unenforceable, invalid or illegal. Any ambiguity in this Lease Agreement shall not be interpreted against the Lessor or the Lessee. Deletions

or strike-outs from the original text shall not be used in interpreting the meaning of the remaining text.

Section 28.05. Addenda. If any provision contained in an addendum to this Lease Agreement is inconsistent with any other provision of this Lease Agreement, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

Section 28.06. Survival of Lessor's Representations and Warranties. All representations and warranties by the Lessor, as well as all agreements by the Lessor to indemnify or hold the Lessee harmless, shall survive the termination of this Lease Agreement.

Section 28.07. Survival of Lessee's Representations and Warranties. All representations and warranties by the Lessee, as well as all agreements by the Lessee to indemnify or hold the Authority, Lessor and Trustee harmless, shall survive the termination of this Lease Agreement.

Section 28.08. Attorneys' Fees. In the event of any action or proceeding brought by the Lessor or the Lessee against the other under or with respect to this Lease Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred on account of such action or proceeding. Wherever referenced in this Lease Agreement, any attorney's fees recoverable by the Lessor or the Lessee shall be reasonable and shall include the attorney's costs and expenses associated with such fees.

Section 28.09. Consent. Notwithstanding anything contained in this Lease Agreement to the contrary, the Lessee does not waive the right to any claim against the Lessor for money damages by reason of any refusal, withholding or delaying by the Lessor of any consent, approval or statement of satisfaction with respect to any obligation requiring such consent under this Lease Agreement. In such event, the Lessee is entitled to any equitable or legal remedy provided under the law of or any judicial discretion in the State.

Section 28.10. Third-Party Beneficiaries. Notwithstanding anything contained in this Lease Agreement to the contrary, the Authority, the Trustee and any beneficiary under the Mortgages shall be third-party beneficiaries of this Lease Agreement. For so long as the Bonds are Outstanding, this Lease Agreement may be amended, waived or modified only in accordance with the terms of the Master Indenture, the Indenture and the Loan Agreement.

Section 28.11. Estoppel.

(a) By the Lessee. The Lessee shall, within 10 Business Days after the Lessor's request from time to time, sign and deliver to the Lessor a certificate in such form as the Lessor shall require in conformity with the provisions of this Section 28.11, directed to such Person(s) as the Lessor shall request, containing any or all of the following statements (identifying in reasonable detail any exceptions that may exist at the time), as requested by the Lessor: (i) this

Lease Agreement has not been amended, constitutes the entire agreement between the Lessor and the Lessee relating to the Facilities and the Site, and is in full force and effect (with a copy of the entire Lease Agreement and all amendments attached as exhibit(s), if requested by the Lessor); the Lessor has fully performed all of the Lessor's agreements in this Lease Agreement; (iii) neither the Lessor nor the Lessee is in default under this Lease Agreement and to the best of the Lessee's knowledge no facts or circumstances exist that, with the passage of time or the giving of notice, would constitute defaults under this Lease Agreement by the Lessor or the Lessee, and the Lessee has no offsets, defenses, claims, counterclaims or recoupment rights against the Lessor's enforcement of this Lease Agreement; (iv) there are no unfulfilled conditions to the Lessee's obligations under this Lease Agreement; (v) the Lessee has no rights to the Facilities or the Site except as stated in this Lease Agreement; (vi) the Lessee has paid all rent required to be paid under this Lease Agreement; (vii) the Commencement Date or any other then-ascertainable date relevant to this Lease Agreement; (viii) the date when the Term shall expire; (ix) confirmation that this Lease Agreement is subordinate to any underlying financing; (x) confirmation of the exact location and size (in rentable square feet) of the Facilities and the Site and that the Lessee has entered into occupancy of the Facilities and the Site; (xi) all property attached to the Facilities and the Site owned by the Lessee; and (xii) such other matters as the Lessor shall request. The Lessee irrevocably appoints the Lessor as the Lessee's attorney-in-fact to execute such a writing if the Lessee shall fail to do so within 10 Business Days after the Lessor's request.

(b) By the Lessor. Upon notice by the Lessee, provided that the Lessee is not in default under this Lease Agreement, the Lessor agrees to deliver to the Lessee, within 10 Business Days, an estoppel certificate similar in form and scope to the estoppel certificate required of the Lessee under the provisions of paragraph (a) of this Section 28.11, to the extent applicable under the circumstances in the Lessor's reasonable judgment.

Section 28.12. Counterparts. This Lease Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Lease Agreement.

Section 28.13. Cumulative Remedies. No remedy or election under this Lease Agreement shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies or elections at law or in equity.

Section 28.14. Delay in Enforcement. The Lessor and the Lessee may delay the enforcement or fail to enforce any or all of their respective rights under this Lease Agreement without waiving or relinquishing any or all of those rights.

Section 28.15. Inability to Perform. This Lease Agreement and the obligations of the Lessor and the Lessee under this Lease Agreement shall not be affected or impaired because the Lessor and/or the Lessee are unable to fulfill any of their respective obligations under this Lease Agreement or is delayed in doing so, if such delay, hindrance or prevention is caused by reason of strike, labor troubles, acts of God, inability to procure materials, earthquake, failure of power, restrictive governmental law or regulations, riots, insurrection, terrorism, war, unforeseen concealed conditions, severe weather or other reason of a like nature not the fault of the party so delayed, hindered or prevented from

performance. In any event, the provisions of this Section 28.15 shall be limited to the Lessor's and/or the Lessee's inability to fulfill any of their respective obligations under this Lease Agreement for a period of not more than 180 days.

Section 28.16. Headings, Captions and Titles. The headings, captions and titles of this Lease Agreement are not a part of this Lease Agreement and shall have no effect upon the construction or interpretation of any provision of this Lease Agreement.

Section 28.17. Plats and Riders. Clauses, plats and riders, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease Agreement are a part of this Lease Agreement.

Section 28.18. Prior Agreements. This Lease Agreement contains all of the agreements of the Lessor and the Lessee with respect to any matter covered or mentioned in this Lease Agreement, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. Except as provided under Section 1.04 of this Lease Agreement, no provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the Lessor and the Lessee or their respective successors in interest.

Section 28.19. Severability. Any provision of this Lease Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease Agreement and such other provision shall remain in full force and effect.

Section 28.20. Successors and Assigns. The covenants and conditions contained in this Lease Agreement, subject to the provisions of this Lease Agreement as to assignment, apply to and bind the respective successors, administrators and assigns of the Lessor or the Lessee, as applicable.

Section 28.21. Traffic Control. The Lessee shall solely be responsible for the preparation of any and all required traffic plans as a result of the Lessee's use of the Facilities and the Site, and the Lessor shall be responsible for compliance with all applicable traffic requirements, including but not limited to the installation of traffic signals.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first stated above.

LESSOR:

JACQUELYN GATES LLC

By: _____
Terri Martin
Authorized Signatory

LESSEE

ASPEN PUBLIC SCHOOLS INCORPORATED, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

By: _____
Shelly Lether
Authorized Signatory

EXHIBIT A
LEASED PREMISES AND LEGAL DESCRIPTION

The Land referred to herein below in situated in the County of Fresno, State of California, and is
described as follows:

LOT 1151 OF BULLARD LANDS IRRIGATED SUBDIVISION NO. 7, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 8 PAGE 31 OF PLATS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM THE NORTH 120 FEET, AS EXCEPTED BY ANDREW SALDATE, ET UX IN DEED RECORDED MAY 28, 1958 AS DOCUMENT NO. 34977 IN BOOK 4073, PAGE 99, OFFICIAL RECORDS.

APN: 424-114-11 (AFFECTS A PORTION OF SAID LAND) AND APN 424-114-12 (AFFECTS A PORTION OF SAID LAND)

EXHIBIT B
SCHEDULE OF RENT PAYMENTS

Payment Date	Base Rent	Additional Rent	Total
10/20/2022	39,089.27	611.88	39,701.15
11/20/2022	39,089.27	611.88	39,701.15
12/20/2022	30,418.01	814.22	31,232.23
1/20/2023	30,418.01	814.22	31,232.23
2/20/2023	30,418.01	814.22	31,232.23
3/20/2023	30,418.01	814.22	31,232.23
4/20/2023	30,418.01	814.22	31,232.23
5/20/2023	30,418.01	814.22	31,232.23
6/20/2023	27,618.09	1,492.37	29,110.46
7/20/2023	27,618.09	1,492.37	29,110.46
8/20/2023	27,618.09	1,492.37	29,110.46
9/20/2023	27,618.09	1,492.37	29,110.46
10/20/2023	27,618.09	1,492.37	29,110.46
11/20/2023	27,618.09	1,492.37	29,110.46
12/20/2023	27,618.09	1,492.37	29,110.46
1/20/2024	27,618.09	1,492.37	29,110.46
2/20/2024	27,618.09	1,492.37	29,110.46
3/20/2024	27,618.09	1,492.37	29,110.46
4/20/2024	27,618.09	1,492.37	29,110.46
5/20/2024	27,618.09	1,492.37	29,110.46
6/20/2024	25,888.96	1,403.97	27,292.93
7/20/2024	25,888.96	1,403.97	27,292.93
8/20/2024	25,888.96	1,403.97	27,292.93
9/20/2024	25,888.96	1,403.97	27,292.93
10/20/2024	25,888.96	1,403.97	27,292.93
11/20/2024	25,888.96	1,403.97	27,292.93
12/20/2024	25,888.96	1,403.97	27,292.93
1/20/2025	25,888.96	1,403.97	27,292.93
2/20/2025	25,888.96	1,403.97	27,292.93
3/20/2025	25,888.96	1,403.97	27,292.93
4/20/2025	25,888.96	1,403.97	27,292.93
5/20/2025	25,888.96	1,403.97	27,292.93
6/20/2025	25,046.64	1,362.19	26,408.83
7/20/2025	25,046.64	1,362.19	26,408.83
8/20/2025	25,046.64	1,362.19	26,408.83
9/20/2025	25,046.64	1,362.19	26,408.83
10/20/2025	25,046.64	1,362.19	26,408.83
11/20/2025	25,046.64	1,362.19	26,408.83
12/20/2025	25,046.64	742.62	25,789.26
1/20/2026	25,046.64	742.62	25,789.26
2/20/2026	25,046.64	742.62	25,789.26
3/20/2026	25,046.64	742.62	25,789.26
4/20/2026	25,046.64	742.62	25,789.26
5/20/2026	25,046.64	742.62	25,789.26

6/20/2026	24,502.55	342.20	24,844.75
7/20/2026	24,502.55	342.20	24,844.75
8/20/2026	24,502.55	342.20	24,844.75
9/20/2026	24,502.55	342.20	24,844.75
10/20/2026	24,502.55	342.20	24,844.75
11/20/2026	24,502.55	342.20	24,844.75
12/20/2026	24,502.55	342.20	24,844.75
1/20/2027	24,502.55	342.20	24,844.75
2/20/2027	24,502.55	342.20	24,844.75
3/20/2027	24,502.55	342.20	24,844.75
4/20/2027	24,502.55	342.20	24,844.75
5/20/2027	24,502.55	342.20	24,844.75
6/20/2027	24,571.60	341.74	24,913.34
7/20/2027	24,571.60	341.74	24,913.34
8/20/2027	24,571.60	341.74	24,913.34
9/20/2027	24,571.60	341.74	24,913.34
10/20/2027	24,571.60	341.74	24,913.34
11/20/2027	24,571.60	341.74	24,913.34
12/20/2027	24,571.60	341.74	24,913.34
1/20/2028	24,571.60	341.74	24,913.34
2/20/2028	24,571.60	341.74	24,913.34
3/20/2028	24,571.60	341.74	24,913.34
4/20/2028	24,571.60	341.74	24,913.34
5/20/2028	24,571.60	341.74	24,913.34
6/20/2028	24,619.92	341.25	24,961.17
7/20/2028	24,619.92	341.25	24,961.17
8/20/2028	24,619.92	341.25	24,961.17
9/20/2028	24,619.92	341.25	24,961.17
10/20/2028	24,619.92	341.25	24,961.17
11/20/2028	24,619.92	341.25	24,961.17
12/20/2028	24,619.92	341.25	24,961.17
1/20/2029	24,619.92	341.25	24,961.17
2/20/2029	24,619.92	341.25	24,961.17
3/20/2029	24,619.92	341.25	24,961.17
4/20/2029	24,619.92	341.25	24,961.17
5/20/2029	24,619.92	341.25	24,961.17
6/20/2029	24,509.46	340.73	24,850.19
7/20/2029	24,509.46	340.73	24,850.19
8/20/2029	24,509.46	340.73	24,850.19
9/20/2029	24,509.46	340.73	24,850.19
10/20/2029	24,509.46	340.73	24,850.19
11/20/2029	24,509.46	340.73	24,850.19
12/20/2029	24,509.46	340.73	24,850.19
1/20/2030	24,509.46	340.73	24,850.19
2/20/2030	24,509.46	340.73	24,850.19
3/20/2030	24,509.46	340.73	24,850.19
4/20/2030	24,509.46	340.73	24,850.19
5/20/2030	24,509.46	340.73	24,850.19
6/20/2030	24,591.44	340.17	24,931.61
7/20/2030	24,591.44	340.17	24,931.61
8/20/2030	24,591.44	340.17	24,931.61

9/20/2030	24,591.44	340.17	24,931.61
10/20/2030	24,591.44	340.17	24,931.61
11/20/2030	24,591.44	340.17	24,931.61
12/20/2030	24,591.44	340.17	24,931.61
1/20/2031	24,591.44	340.17	24,931.61
2/20/2031	24,591.44	340.17	24,931.61
3/20/2031	24,591.44	340.17	24,931.61
4/20/2031	24,591.44	340.17	24,931.61
5/20/2031	24,591.44	340.17	24,931.61
6/20/2031	24,519.81	339.59	24,859.40
7/20/2031	24,519.81	339.59	24,859.40
8/20/2031	24,519.81	339.59	24,859.40
9/20/2031	24,519.81	339.59	24,859.40
10/20/2031	24,519.81	339.59	24,859.40
11/20/2031	24,519.81	339.59	24,859.40
12/20/2031	24,519.81	339.59	24,859.40
1/20/2032	24,519.81	339.59	24,859.40
2/20/2032	24,519.81	339.59	24,859.40
3/20/2032	24,519.81	339.59	24,859.40
4/20/2032	24,519.81	339.59	24,859.40
5/20/2032	24,519.81	339.59	24,859.40
6/20/2032	24,578.50	338.97	24,917.47
7/20/2032	24,578.50	338.97	24,917.47
8/20/2032	24,578.50	338.97	24,917.47
9/20/2032	24,578.50	338.97	24,917.47
10/20/2032	24,578.50	338.97	24,917.47
11/20/2032	24,578.50	338.97	24,917.47
12/20/2032	24,578.50	338.97	24,917.47
1/20/2033	24,578.50	338.97	24,917.47
2/20/2033	24,578.50	338.97	24,917.47
3/20/2033	24,578.50	338.97	24,917.47
4/20/2033	24,578.50	338.97	24,917.47
5/20/2033	24,578.50	338.97	24,917.47
6/20/2033	24,621.65	338.31	24,959.96
7/20/2033	24,621.65	338.31	24,959.96
8/20/2033	24,621.65	338.31	24,959.96
9/20/2033	24,621.65	338.31	24,959.96
10/20/2033	24,621.65	338.31	24,959.96
11/20/2033	24,621.65	338.31	24,959.96
12/20/2033	24,621.65	338.31	24,959.96
1/20/2034	24,621.65	338.31	24,959.96
2/20/2034	24,621.65	338.31	24,959.96
3/20/2034	24,621.65	338.31	24,959.96
4/20/2034	24,621.65	338.31	24,959.96
5/20/2034	24,621.65	338.31	24,959.96
6/20/2034	24,511.18	337.62	24,848.80
7/20/2034	24,511.18	337.62	24,848.80
8/20/2034	24,511.18	337.62	24,848.80
9/20/2034	24,511.18	337.62	24,848.80
10/20/2034	24,511.18	337.62	24,848.80
11/20/2034	24,511.18	337.62	24,848.80

12/20/2034	24,511.18	337.62	24,848.80
1/20/2035	24,511.18	337.62	24,848.80
2/20/2035	24,511.18	337.62	24,848.80
3/20/2035	24,511.18	337.62	24,848.80
4/20/2035	24,511.18	337.62	24,848.80
5/20/2035	24,511.18	337.62	24,848.80
6/20/2035	24,508.25	336.90	24,845.15
7/20/2035	24,508.25	336.90	24,845.15
8/20/2035	24,508.25	336.90	24,845.15
9/20/2035	24,508.25	336.90	24,845.15
10/20/2035	24,508.25	336.90	24,845.15
11/20/2035	24,508.25	336.90	24,845.15
12/20/2035	24,508.25	336.90	24,845.15
1/20/2036	24,508.25	336.90	24,845.15
2/20/2036	24,508.25	336.90	24,845.15
3/20/2036	24,508.25	336.90	24,845.15
4/20/2036	24,508.25	336.90	24,845.15
5/20/2036	24,508.25	336.90	24,845.15
6/20/2036	24,488.40	336.13	24,824.53
7/20/2036	24,488.40	336.13	24,824.53
8/20/2036	24,488.40	336.13	24,824.53
9/20/2036	24,488.40	336.13	24,824.53
10/20/2036	24,488.40	336.13	24,824.53
11/20/2036	24,488.40	336.13	24,824.53
12/20/2036	24,488.40	336.13	24,824.53
1/20/2037	24,488.40	336.13	24,824.53
2/20/2037	24,488.40	336.13	24,824.53
3/20/2037	24,488.40	336.13	24,824.53
4/20/2037	24,488.40	336.13	24,824.53
5/20/2037	24,488.40	336.13	24,824.53
6/20/2037	24,589.72	335.30	24,925.02
7/20/2037	24,589.72	335.30	24,925.02
8/20/2037	24,589.72	335.30	24,925.02
9/20/2037	24,589.72	335.30	24,925.02
10/20/2037	24,589.72	335.30	24,925.02
11/20/2037	24,589.72	335.30	24,925.02
12/20/2037	24,589.72	335.30	24,925.02
1/20/2038	24,589.72	335.30	24,925.02
2/20/2038	24,589.72	335.30	24,925.02
3/20/2038	24,589.72	335.30	24,925.02
4/20/2038	24,589.72	335.30	24,925.02
5/20/2038	24,589.72	335.30	24,925.02
6/20/2038	24,527.58	334.43	24,862.01
7/20/2038	24,527.58	334.43	24,862.01
8/20/2038	24,527.58	334.43	24,862.01
9/20/2038	24,527.58	334.43	24,862.01
10/20/2038	24,527.58	334.43	24,862.01
11/20/2038	24,527.58	334.43	24,862.01
12/20/2038	24,527.58	334.43	24,862.01
1/20/2039	24,527.58	334.43	24,862.01
2/20/2039	24,527.58	334.43	24,862.01

3/20/2039	24,527.58	334.43	24,862.01
4/20/2039	24,527.58	334.43	24,862.01
5/20/2039	24,527.58	334.43	24,862.01
6/20/2039	24,586.61	333.50	24,920.11
7/20/2039	24,586.61	333.50	24,920.11
8/20/2039	24,586.61	333.50	24,920.11
9/20/2039	24,586.61	333.50	24,920.11
10/20/2039	24,586.61	333.50	24,920.11
11/20/2039	24,586.61	333.50	24,920.11
12/20/2039	24,586.61	333.50	24,920.11
1/20/2040	24,586.61	333.50	24,920.11
2/20/2040	24,586.61	333.50	24,920.11
3/20/2040	24,586.61	333.50	24,920.11
4/20/2040	24,586.61	333.50	24,920.11
5/20/2040	24,586.61	333.50	24,920.11
6/20/2040	24,620.27	332.51	24,952.78
7/20/2040	24,620.27	332.51	24,952.78
8/20/2040	24,620.27	332.51	24,952.78
9/20/2040	24,620.27	332.51	24,952.78
10/20/2040	24,620.27	332.51	24,952.78
11/20/2040	24,620.27	332.51	24,952.78
12/20/2040	24,620.27	332.51	24,952.78
1/20/2041	24,620.27	332.51	24,952.78
2/20/2041	24,620.27	332.51	24,952.78
3/20/2041	24,620.27	332.51	24,952.78
4/20/2041	24,620.27	332.51	24,952.78
5/20/2041	24,620.27	332.51	24,952.78
6/20/2041	24,490.47	331.47	24,821.94
7/20/2041	24,490.47	331.47	24,821.94
8/20/2041	24,490.47	331.47	24,821.94
9/20/2041	24,490.47	331.47	24,821.94
10/20/2041	24,490.47	331.47	24,821.94
11/20/2041	24,490.47	331.47	24,821.94
12/20/2041	24,490.47	331.47	24,821.94
1/20/2042	24,490.47	331.47	24,821.94
2/20/2042	24,490.47	331.47	24,821.94
3/20/2042	24,490.47	331.47	24,821.94
4/20/2042	24,490.47	331.47	24,821.94
5/20/2042	24,490.47	331.47	24,821.94
6/20/2042	24,619.92	330.35	24,950.27
7/20/2042	24,619.92	330.35	24,950.27
8/20/2042	24,619.92	330.35	24,950.27
9/20/2042	24,619.92	330.35	24,950.27
10/20/2042	24,619.92	330.35	24,950.27
11/20/2042	24,619.92	330.35	24,950.27
12/20/2042	24,619.92	330.35	24,950.27
1/20/2043	24,619.92	330.35	24,950.27
2/20/2043	24,619.92	330.35	24,950.27
3/20/2043	24,619.92	330.35	24,950.27
4/20/2043	24,619.92	330.35	24,950.27
5/20/2043	24,619.92	330.35	24,950.27

6/20/2043	24,577.46	329.17	24,906.63
7/20/2043	24,577.46	329.17	24,906.63
8/20/2043	24,577.46	329.17	24,906.63
9/20/2043	24,577.46	329.17	24,906.63
10/20/2043	24,577.46	329.17	24,906.63
11/20/2043	24,577.46	329.17	24,906.63
12/20/2043	24,577.46	329.17	24,906.63
1/20/2044	24,577.46	329.17	24,906.63
2/20/2044	24,577.46	329.17	24,906.63
3/20/2044	24,577.46	329.17	24,906.63
4/20/2044	24,577.46	329.17	24,906.63
5/20/2044	24,577.46	329.17	24,906.63
6/20/2044	24,509.63	327.93	24,837.56
7/20/2044	24,509.63	327.93	24,837.56
8/20/2044	24,509.63	327.93	24,837.56
9/20/2044	24,509.63	327.93	24,837.56
10/20/2044	24,509.63	327.93	24,837.56
11/20/2044	24,509.63	327.93	24,837.56
12/20/2044	24,509.63	327.93	24,837.56
1/20/2045	24,509.63	327.93	24,837.56
2/20/2045	24,509.63	327.93	24,837.56
3/20/2045	24,509.63	327.93	24,837.56
4/20/2045	24,509.63	327.93	24,837.56
5/20/2045	24,509.63	327.93	24,837.56
6/20/2045	24,554.50	326.60	24,881.10
7/20/2045	24,554.50	326.60	24,881.10
8/20/2045	24,554.50	326.60	24,881.10
9/20/2045	24,554.50	326.60	24,881.10
10/20/2045	24,554.50	326.60	24,881.10
11/20/2045	24,554.50	326.60	24,881.10
12/20/2045	24,554.50	326.60	24,881.10
1/20/2046	24,554.50	326.60	24,881.10
2/20/2046	24,554.50	326.60	24,881.10
3/20/2046	24,554.50	326.60	24,881.10
4/20/2046	24,554.50	326.60	24,881.10
5/20/2046	24,554.50	326.60	24,881.10
6/20/2046	24,565.55	325.20	24,890.75
7/20/2046	24,565.55	325.20	24,890.75
8/20/2046	24,565.55	325.20	24,890.75
9/20/2046	24,565.55	325.20	24,890.75
10/20/2046	24,565.55	325.20	24,890.75
11/20/2046	24,565.55	325.20	24,890.75
12/20/2046	24,565.55	325.20	24,890.75
1/20/2047	24,565.55	325.20	24,890.75
2/20/2047	24,565.55	325.20	24,890.75
3/20/2047	24,565.55	325.20	24,890.75
4/20/2047	24,565.55	325.20	24,890.75
5/20/2047	24,565.55	325.20	24,890.75
6/20/2047	24,542.77	323.70	24,866.47
7/20/2047	24,542.77	323.70	24,866.47
8/20/2047	24,542.77	323.70	24,866.47

9/20/2047	24,542.77	323.70	24,866.47
10/20/2047	24,542.77	323.70	24,866.47
11/20/2047	24,542.77	323.70	24,866.47
12/20/2047	24,542.77	323.70	24,866.47
1/20/2048	24,542.77	323.70	24,866.47
2/20/2048	24,542.77	323.70	24,866.47
3/20/2048	24,542.77	323.70	24,866.47
4/20/2048	24,542.77	323.70	24,866.47
5/20/2048	24,542.77	323.70	24,866.47
6/20/2048	24,624.24	322.11	24,946.35
7/20/2048	24,624.24	322.11	24,946.35
8/20/2048	24,624.24	322.11	24,946.35
9/20/2048	24,624.24	322.11	24,946.35
10/20/2048	24,624.24	322.11	24,946.35
11/20/2048	24,624.24	322.11	24,946.35
12/20/2048	24,624.24	322.11	24,946.35
1/20/2049	24,624.24	322.11	24,946.35
2/20/2049	24,624.24	322.11	24,946.35
3/20/2049	24,624.24	322.11	24,946.35
4/20/2049	24,624.24	322.11	24,946.35
5/20/2049	24,624.24	322.11	24,946.35
6/20/2049	24,525.34	320.43	24,845.77
7/20/2049	24,525.34	320.43	24,845.77
8/20/2049	24,525.34	320.43	24,845.77
9/20/2049	24,525.34	320.43	24,845.77
10/20/2049	24,525.34	320.43	24,845.77
11/20/2049	24,525.34	320.43	24,845.77
12/20/2049	24,525.34	320.43	24,845.77
1/20/2050	24,525.34	320.43	24,845.77
2/20/2050	24,525.34	320.43	24,845.77
3/20/2050	24,525.34	320.43	24,845.77
4/20/2050	24,525.34	320.43	24,845.77
5/20/2050	24,525.34	320.43	24,845.77
6/20/2050	24,530.68	318.65	24,849.33
7/20/2050	24,530.68	318.65	24,849.33
8/20/2050	24,530.68	318.65	24,849.33
9/20/2050	24,530.68	318.65	24,849.33
10/20/2050	24,530.68	318.65	24,849.33
11/20/2050	24,530.68	318.65	24,849.33
12/20/2050	24,530.68	318.65	24,849.33
1/20/2051	24,530.68	318.65	24,849.33
2/20/2051	24,530.68	318.65	24,849.33
3/20/2051	24,530.68	318.65	24,849.33
4/20/2051	24,530.68	318.65	24,849.33
5/20/2051	24,530.68	318.65	24,849.33
6/20/2051	24,493.75	316.77	24,810.52
7/20/2051	24,493.75	316.77	24,810.52
8/20/2051	24,493.75	316.77	24,810.52
9/20/2051	24,493.75	316.77	24,810.52
10/20/2051	24,493.75	316.77	24,810.52
11/20/2051	24,493.75	316.77	24,810.52

12/20/2051	24,493.75	316.77	24,810.52
1/20/2052	24,493.75	316.77	24,810.52
2/20/2052	24,493.75	316.77	24,810.52
3/20/2052	24,493.75	316.77	24,810.52
4/20/2052	24,493.75	316.77	24,810.52
5/20/2052	24,493.75	316.77	24,810.52
6/20/2052	24,552.61	314.76	24,867.37
7/20/2052	24,552.61	314.76	24,867.37
8/20/2052	24,552.61	314.76	24,867.37
9/20/2052	24,552.61	314.76	24,867.37
10/20/2052	24,552.61	314.76	24,867.37
11/20/2052	24,552.61	314.76	24,867.37
12/20/2052	24,552.61	314.76	24,867.37
1/20/2053	24,552.61	314.76	24,867.37
2/20/2053	24,552.61	314.76	24,867.37
3/20/2053	24,552.61	314.76	24,867.37
4/20/2053	24,552.61	314.76	24,867.37
5/20/2053	24,552.61	314.76	24,867.37
6/20/2053	24,543.98	312.62	24,856.60
7/20/2053	24,543.98	312.62	24,856.60
8/20/2053	24,543.98	312.62	24,856.60
9/20/2053	24,543.98	312.62	24,856.60
10/20/2053	24,543.98	312.62	24,856.60
11/20/2053	24,543.98	312.62	24,856.60
12/20/2053	24,543.98	312.62	24,856.60
1/20/2054	24,543.98	312.62	24,856.60
2/20/2054	24,543.98	312.62	24,856.60
3/20/2054	24,543.98	312.62	24,856.60
4/20/2054	24,543.98	312.62	24,856.60
5/20/2054	24,543.98	312.62	24,856.60
6/20/2054	24,621.65	310.35	24,932.00
7/20/2054	24,621.65	310.35	24,932.00
8/20/2054	24,621.65	310.35	24,932.00
9/20/2054	24,621.65	310.35	24,932.00
10/20/2054	24,621.65	310.35	24,932.00
11/20/2054	24,621.65	310.35	24,932.00
12/20/2054	24,621.65	310.35	24,932.00
1/20/2055	24,621.65	310.35	24,932.00
2/20/2055	24,621.65	310.35	24,932.00
3/20/2055	24,621.65	310.35	24,932.00
4/20/2055	24,621.65	310.35	24,932.00
5/20/2055	24,621.65	310.35	24,932.00
6/20/2055	24,500.83	307.94	24,808.77
7/20/2055	24,500.83	307.94	24,808.77
8/20/2055	24,500.83	307.94	24,808.77
9/20/2055	24,500.83	307.94	24,808.77
10/20/2055	24,500.83	307.94	24,808.77
11/20/2055	24,500.83	307.94	24,808.77
12/20/2055	24,500.83	307.94	24,808.77
1/20/2056	24,500.83	307.94	24,808.77
2/20/2056	24,500.83	307.94	24,808.77

3/20/2056	24,500.83	307.94	24,808.77
4/20/2056	24,500.83	307.94	24,808.77
5/20/2056	24,500.83	307.94	24,808.77
6/20/2056	24,604.39	305.37	24,909.76
7/20/2056	24,604.39	305.37	24,909.76
8/20/2056	24,604.39	305.37	24,909.76
9/20/2056	24,604.39	305.37	24,909.76
10/20/2056	24,604.39	305.37	24,909.76
11/20/2056	24,604.39	305.37	24,909.76
12/20/2056	24,604.39	305.37	24,909.76
1/20/2057	24,604.39	305.37	24,909.76
2/20/2057	24,604.39	305.37	24,909.76
3/20/2057	24,604.39	305.37	24,909.76
4/20/2057	24,604.39	305.37	24,909.76
5/20/2057	24,604.39	305.37	24,909.76
6/20/2057	24,500.83	302.66	24,803.49
7/20/2057	24,500.83	302.66	24,803.49
8/20/2057	24,500.83	302.66	24,803.49
9/20/2057	24,500.83	302.66	24,803.49
10/20/2057	24,500.83	302.66	24,803.49
11/20/2057	24,500.83	302.66	24,803.49
12/20/2057	24,500.83	302.66	24,803.49
1/20/2058	24,500.83	302.66	24,803.49
2/20/2058	24,500.83	302.66	24,803.49
3/20/2058	24,500.83	302.66	24,803.49
4/20/2058	24,500.83	302.66	24,803.49
5/20/2058	24,500.83	302.66	24,803.49
6/20/2058	24,613.02	299.76	24,912.78
7/20/2058	24,613.02	299.76	24,912.78
8/20/2058	24,613.02	299.76	24,912.78
9/20/2058	24,613.02	299.76	24,912.78
10/20/2058	24,613.02	299.76	24,912.78
11/20/2058	24,613.02	299.76	24,912.78
12/20/2058	24,613.02	299.76	24,912.78
1/20/2059	24,613.02	299.76	24,912.78
2/20/2059	24,613.02	299.76	24,912.78
3/20/2059	24,613.02	299.76	24,912.78
4/20/2059	24,613.02	299.76	24,912.78
5/20/2059	24,613.02	299.76	24,912.78
6/20/2059	24,509.46	296.70	24,806.16
7/20/2059	24,509.46	296.70	24,806.16
8/20/2059	24,509.46	296.70	24,806.16
9/20/2059	24,509.46	296.70	24,806.16
10/20/2059	24,509.46	296.70	24,806.16
11/20/2059	24,509.46	296.70	24,806.16
12/20/2059	24,509.46	296.70	24,806.16
1/20/2060	24,509.46	296.70	24,806.16
2/20/2060	24,509.46	296.70	24,806.16
3/20/2060	24,509.46	296.70	24,806.16
4/20/2060	24,509.46	296.70	24,806.16
5/20/2060	24,509.46	296.70	24,806.16

6/20/2060	24,474.93	293.44	24,768.37
7/20/2060	24,474.93	293.44	24,768.37
8/20/2060	24,474.93	293.44	24,768.37
9/20/2060	24,474.93	293.44	24,768.37
10/20/2060	24,474.93	293.44	24,768.37
11/20/2060	24,474.93	293.44	24,768.37
12/20/2060	24,474.93	293.44	24,768.37
1/20/2061	24,474.93	293.44	24,768.37
2/20/2061	24,474.93	293.44	24,768.37
3/20/2061	24,474.93	293.44	24,768.37
4/20/2061	24,474.93	293.44	24,768.37
5/20/2061	24,474.93	293.44	24,768.37
6/20/2061	24,500.83	289.98	24,790.81
7/20/2061	24,500.83	289.98	24,790.81
8/20/2061	24,500.83	289.98	24,790.81
9/20/2061	24,500.83	289.98	24,790.81
10/20/2061	24,500.83	289.98	24,790.81
11/20/2061	24,500.83	289.98	24,790.81
12/20/2061	24,500.83	289.98	24,790.81
1/20/2062	24,500.83	289.98	24,790.81
2/20/2062	24,500.83	289.98	24,790.81
3/20/2062	24,500.83	289.98	24,790.81
4/20/2062	24,500.83	289.98	24,790.81
5/20/2062	24,500.83	289.98	24,790.81
6/20/2062	0.00	0.00	
7/20/2062	0.00	0.00	
8/20/2062	0.00	0.00	
9/20/2062	0.00	0.00	

Fresno Unified
School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? XYes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
    a. I became aware of serving on the board through a friend, Deb Torres, who was in the middle of transitioning out of the board. After hearing about the mission and scope of Aspen, it felt like a great space to plug in and serve.

2. Explain why you wish to serve on the board.
    a. As a former charter school student, I've seen the need for alternative options to traditional school settings that offer smaller class sizes and more individualized support. AS someone who greatly benefited from these supports, finding ways to support the great work of Aspen in both my professional and personal endeavors made a lot of sense.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
    a. I've served on multiple non-profit boards over the years, however, this is my first time serving on a school board.

4. Describe your understanding of the appropriate role of a public charter school board member.
    a. I find that the board is responsible for ensuring that Aspen's academic programming is on track to be serving students well so that they thrive both in the classroom and beyond the classroom. It is also to ensure that policies, procedures and compliance are ethically followed when it comes to Aspen's program, budget and operations are faithful to the terms of the charter, ensuring that Aspen is a viable institution in the present and long-term.

5. Indicate the specific knowledge and expertise that you would bring to the board.
    a. As a former business owner doing professional development and curriculum development in 38 states and more than 330 schools districts, as well as a champion of community schools in my current role, I find that this and our deep programming in communities and neighborhoods lends well to serving on Aspen's board.

Authorization to release Information	
My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization: • Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School. • Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School. • Is valid during my entire time as a board member for the above referenced Charter School. • Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.	
Signature:	
Name: **Carlos Huerta**	
Position on the Board:Vice Chair	Date: 08/21/2024

Carlos Huerta

5820 E. Alta, Fresno, CA 93727 | P: 559-259-3159 | E: Carlos.huerta@fresno.edu

Professional Summary

Carlos is a high-energy, passionate, self-starter with a drive to help institutions and people become the best version that they can become to experience the fullness of God's intended design for their lives, their family's wellbeing and for the health of their neighborhoods and regions. Carlos has a depth of experience in system development, curriculum writing, grant writing, training, and teaching. With rich experience in both corporate, for-profit, and non-profit institution., Carlos has done well taking existing systems and scaling operations sustainably and optimally while developing strong workplaces that promote employee well-being and employee commitment to the organization.

Experience

Executive Director

Fresno Pacific University, Center for Community Transformation, Fresno, CA

September 2022 – Present

Oversee all eight initiative areas that seek to pursue the shalom of Central Valley communities through faith-based efforts and programs. This includes 8 key initiative, social enterprise training, teaching and development, microenterprise training, teaching and development, financial literacy training, teaching and institutional development, work readiness training, teaching and institutional development, overseeing a Certificado in community transformation delivered all in Spanish for Spanish-speaking leaders, coordinating the Mayor of Fresno Faith-Based Partnership Cabinet, human trafficking research in partnership with the City of Fresno and the Economic Opportunities Commission and community schools work with school districts. Duties also include fundraising, grant writing, community outreach and community wide development of institutional partnerships.

Associate Director

Fresno Pacific University, Center for Community Transformation, Fresno, CA

August 2019 – September 2022

Oversee all eight initiative areas that seek to pursue the shalom of Central Valley communities through faith-based efforts and programs. This includes 8 key initiative, social enterprise training, teaching and development, microenterprise training, teaching and development, financial literacy training, teaching and institutional development, work readiness training, teaching and institutional development, overseeing a Certificado in community transformation delivered all in Spanish for Spanish-speaking leaders, coordinating the Mayor of Fresno Faith-Based Partnership Cabinet, human trafficking research in partnership with the City of Fresno and the Economic Opportunities Commission and homelessness research and training, as well as other joint-projects in the Central San Joaquin region.

Adjunct Faculty

Fresno Pacific University, Biblical Seminary Fresno, CA

August 2017 – Present

Teach Ministry 738 course, *Collaborative Leadership,* in a seminary cohort live classroom.

Entrepreneurship Instructor

Fresno Pacific University, Center for Community Transformation, Fresno, CA

August 2020 – Present

Taught eight (8) cohorts, with a ninth currently running. Cohorts are designed to provide a pragmatic, instructional experience for people in low-to-moderate income neighborhoods and other barriers that have prevented them to start their own businesses to fill the need of providing basic income for their families. To date, having started seventy-three businesses and serve ninety-six individuals through the eight cohorts, with another seventeen in the current cohort.

Adjunct Faculty

Fresno Pacific University, Humanities Religion and Social Sciences, Fresno, CA

August 2017 – Present

Teach Social Work 420 course, *Becoming a Change Agent,* in the traditional undergraduate setting.

Program Director
Fresno Pacific University, Center for Community Transformation, Fresno, CA
November 2017 – August 2019
Direct programs in three key initiative areas: Social Enterprise, Financial Literacy and City-Shaping (civic renewal). In this role, the CCT invests in the development of new start-ups in a Social Enterprise focus. Up to date starting over 30 Social Businesses, the CCT continues to want to spark more creative Social Businesses through Social Business Plan workshops, leading up to a Spark Tank Pitch Fest. The focus on Financial Literacy looks to build the capacities of CBOs to inoculate Fresno's most vulnerable from being targets of predatory lending. In City-Shaping foci include GED development for CBO's, ABCD training, City Summit, the region's largest gather of civic-minded individuals and a job-readiness training program, called *Work Life.*

Financial Literacy National Trainer
The Chalmers Center, Shadow Mountain, Georgia
August 2016 – Present
Have trained over 250 facilitators nationwide in the Faith & Finances program, a TOT training model designed to implement financial literacy programs in churches and community benefit organizations. The work in Fresno seeks to inoculate low-to-moderate income populations against payday lending.

Regional Marketing Director
RTUI, Freeman Marketing, Fresno, CA
March 2016 – July 2017
Development and management of 50+ business marketing portfolios for all major supermarkets under the Save Mart and Safeway umbrellas. Producing over $1,600,000 in sales with a significant positive renewal ratio on 6-month and 1-year contracts. Caseloads covered the general area between Delano and Merced.

National Director of Training, Development, Team Support, and Migrant Ed.
Family Leadership Inc., Fresno, CA
March 2014 – June 2016
Direct and support the support staff to provide quality assistance and support to our clients across thirty-eight states and over 250 school districts nationwide. Also provided district and conference presentations to promote product and develop meaningful, result-driven relationships with prospective districts and managed sales, both cross-selling and upselling. Also lead trainings and in-services for district and school staff. The Team Support Specialist role that Carlos was tasked to develop originally had a staff of two. With the success of Carlos' leadership, the department grew to five members and in this time, Family Leadership Inc. grew from a 4-person, $400,000 organization to a multi-layered twenty-two staff, $7,000,000 organization.

Team Support Manager
Family Leadership Inc., Fresno, CA
June 2013 – March 2014
Direct and support the support staff to provide quality assistance and support to clients across thirty-eight states and over 250 school districts nationwide. Hosting district and conference presentations to promote product sales and develop meaningful, result-driven relationships with prospective districts and managed sales, both cross-selling and upselling. Also lead trainings and in-services for district and school staff. The Team Support Specialist role developed originally had a staff team of two; with success the department grew to five members. Overall, in 3 years, Family Leadership Inc. grew from a 4-person, $400,000 organization to a multi-layered twenty-two staff, $7,000,000 organization.

Head Coach Track & Cross Country
Caruthers High School, Caruthers, CA
August 2013 – June 2017
Coach between 20-60 high school athletes at a time; both male and female varsity track & field and cross-country programs.

Case Manager II
County of Fresno
December 2012 – June 2023

Based at Community Medical Regional center serving youth impacted in the system.

Youth Pastor
Life Point Church, Sanger, CA
January 2011 – July 2012
Youth Pastor and Community Outreach Coordinator in both Sanger and Centerville CA. Ministered to two separate youth groups of 40 and 50 youth, respectively.

Administrative Assistant
Fresno Pacific University, Office of Spiritual Formation, Fresno, CA
August 2009 – May 2012
Functioned as the direct support to the Coordinator of College Hour and the University Pastor. Manage in office duties like answering phones, greeting students, and advising students.

Education

Master of Arts, Business Administration
Fresno Pacific University, May 2020

Bachelor of Arts of Social Work
Fresno Pacific University, Fresno, CA, May 2013

High School Diploma
Caruthers High School, June 2009

Key Highlights

Featured Speaker, Texas Statewide Parental Involvement Conference 2014
San Marcos, Tx

Day 2 Plenary Speaker, National Title I Conference 2015
Salt Lake City, UT

DRIVE Executive Committee ($4.3 billion investment portfolio)
Fresno, CA

Thriving Congregations, Lilly Foundation - $ $990,280, 2020
Fresno, CA

References

Randy White, Executive Director, Fresno Pacific University
559-285-9206; Randy.white@fresno.edu

David Porter, Director, Family Leadership Inc.
559-408-2633; dsp1975@hotmail.com

Ryan Kenny, Pastor Midtown Church
559-304-7456, Ryan@midtownfresno.church

Additional Experience

DRIVE Executive Committee

Central Valley Community Foundation
July 2022 – Present

DRIVE Building Wealth for Communities of Color Steering Committee
Central Valley Community Foundation
July 2019 – Present

DRIVE Betting Big on Small Business Steering Committee
Central Valley Community Foundation
July 2019 – Present

Vice Chair
Aspen Public Schools
November 2020 – Present

Chair of the Board
Midtown Church Fresno
August 2019 – Present

Board Member
Jubilee Impact Fund
October 2019 – June 2022

Vice Chair
NextGen Philanthropy, Central Valley Community Foundation
August 2017 – November 2020

Board President
4141 Ministries
August 2017 – Sept 2020

Intern
Center for Community Transformation, Fresno, CA
February 2012 – December 2014
Train and facilitate financial literacy workshops. Develop other trainers in a TOT model, through Chalmers Center, targeting twenty-two of Fresno's concentrated poverty neighborhoods as identified by Brookings Institute.

Intern
Fresno Interdenominational Refugee Ministry, Fresno CA
December 2012-June 2013
Organized and facilitated FIRM's afterschool program for children for the surrounding neighborhood.

Intern
The Pink House, Fresno CA
August 2012-June 2013
Participated in an 11-month incarnational ministry training program in downtown Fresno.

Intern
MB Mission
February 2012 – June 2013
Coordinated and lead mission trips to Guadalajara, Mexico and Santa Cruz, CA. In charge of recruiting participants and coordinating between partner churches and community organizations.

Other Highlights

Speaker, Annual California Association for Bilingual Education Conference 2014

Anaheim, CA
Presented on the USDOE Dual-Capacity Building Framework and the best practices for developing parent-leaders to bridge the student achievement gap and how to effectively develop family-school partnerships. The key goal being to explore the ways to build the capacity of parents as leaders.

Speaker, National Association of State Directors of Migrant Education Conference 2014
San Antonio, TX
Presented on strategic opportunities to help support and effectively raise parent-leaders within migrant communities nationwide. Strategies were gathered from twenty-two states and more than one hundred school districts nationwide implementing the Parenting Partners program.

Speaker, ACET 2015 Fall Conference
Houston, TX
Presented on the USDOE Dual-Capacity Building Framework as well as the opportunities that Texas House Bill 5 provided for Parent Engagement programs. The end goal being to develop more parent-leaders who are effectively engaged for their children's academic achievement.

Speaker, California State Migrant Parent Conference 2015
Los Angeles, CA
Presented on the efficacy and importance of Parent Engagement. Overall looking to encourage and provide key data and resources to educators as to what migrant children need to succeed.

Speaker, Annual California Association for Bilingual Education Conference 2015
San Diego, CA
Presented on the USDOE Dual-Capacity Building Framework and the best practices for developing parent-leaders to bridge the student achievement gap and how to effectively develop family-school partnerships. The key goal being to explore the ways to build the capacity of parents as leaders. Presented in both San Diego and Anaheim.

Preconference Speaker, HB5 Texas Parent Engagement Region 5 Conference 2015
Beaumont, TX
Presented on the efficacy and importance of Parent Engagement. Overall looking to encourage and provide key data and resources to educators as to what migrant children need to succeed specific to Texas region five.

Preconference Speaker, 21st Century Community Learning Centers 2016 Spring Conference
Monmouth, OR
Presented on strategic opportunities to help support and effectively raise parent-leaders within our migrant communities nationwide. Strategies were gathered from our thirty-eight states and 250 school districts nationwide implementing our Parenting Partners program.

Guest Speaker, Christian Community Development Association 2017
Detroit, MI
Presented on alternative forms to poverty alleviation through Christ-centered church-led approaches.

Curriculum Designer, The Chalmers Center, 2020
Lookout Mountain, Georgia
Writer and developer of the *Fe y Finanzas* curriculum used in online formats.

Plenary Speaker, Lilly Endowment National Conference, 2021
Indianapolis, IN
Session on economic development work at the CCT.

Curriculum Designer, Princeton University, 2022
Princeton, New jersey
Co-designer of the *Teaching Spiritual Entrepreneurship* curriculum being used in seminaries in Princeton's network.

Fresno Unified
School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.
Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? XYes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
   I became familiar with Aspen when I was employed by Rescue the Children. Later, after I resigned at RTC, a board member invited to join.
2. Explain why you wish to serve on the board.
   I love the mission of Aspen Public Schools, and I think the commitment to leadership for students as individuals really makes a difference in the community and our world.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
   NA
4. Describe your understanding of the appropriate role of a public charter school board member.
   My role is to help the school grow and do better at developing policies that support our students and organization. I have oversight of the CEO and the financials.
5. Indicate the specific knowledge and expertise that you would bring to the board
   I have twenty years of non-profit experience, including over five years at Rescue the Children. I have attended charter school conferences with the Aspen team and continue to receive annual training, including Brown Act.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: Alicia Varela	
Name: Alicia Varela	
Position on the Board: President Interim	Date: 8/19/2024

Alicia M. Varela

| 559-779-5169 | aliciamvarela6@gmail.com |

SUMMARY

Experienced professional with a passion for helping others and teaching the next generation. An attentive eye for detail and a strong background in project management and process development; excelling in managing and developing staff, both full time and volunteer.

SKILLS

- Exceptional and professional oral and written communication
- Project management skills especially influencing, leading, negotiating and delegating
- Advanced in Microsoft Office Package
- Web-based database input and maintenance experienced
- Proficient critical thinking, decision-making and problem solving
- Organized and dependable with great attention to detail
- Excellent phone skills, including multi-line
- Flexible, innovative and resourceful
- Understand and maintain confidentiality

PROFESSIONAL EXPERIENCE

Director of Children's Ministry May 2011 – April 2015 & February 2021-Present
The Word Community Church Fresno, California
Oversite of all ministry, across two campuses, to families and children up to sixth grade, Volunteer Recruitment and Training, Curriculum selection and implementation

Program Support August 2015 – January 2021
Rescue the Children, Fresno Mission Fresno, California
Assistant to Program Director, Support of program and staff needs, Web-based database entry and maintenance, Oversight of Client Admissions process, Event coordination, Engagement with public regarding services offered

Site Lead, Mission Care Program August 2012 – August 2015
Care Fresno Fresno, California
Oversite of site staff, volunteers and process, Facilitation of curriculum for children and teens

EDUCATION

Master of Arts, Peacemaking and Conflict Studies ***Fresno Pacific University***
Anticipated Graduation: May 2022 *August 2019 - Present*
Fresno, California

Bachelor of Arts, Business Administration ***Fresno Pacific University***
Emphasis: Organizational Leadership *December 2018*
Fresno, California

Associate of Arts, Communication ***Fresno City College***
Fresno, California *December 2015*

Fresno Unified
School District

Fresno Unified School District
Request for Board Member Information

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Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? □ Yes □ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
   About twelve years ago, I came to know about the school from my brother's children, I later enrolled my own children at Valley Prep. A board member asked me to join the board. I have served ever since.
2. Explain why you wish to serve on the board.
   To help make an impact on the Fresno community by developing student leaders locally.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. **N/A**
4. Describe your understanding of the appropriate role of a public charter school board member.
   Financial oversight and board input on policy, approval of policy. Oversight of management.
5. Indicate the specific knowledge and expertise that you would bring to the board.
   I have many years of charter board oversight. Financial expertise, risk mitigation, as president of the board for many years. I have joined the Aspen team at many charter school conferences and board training workshops.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
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- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: John Grice	
Name: John Grice	
Position on the Board: President	Date: 8/15/24

John Grice

(559)225-7737

contactjohng@yahoo.com

SUMMARY OF QUALIFICATIONS

- Highly creative, energetic, resourceful and personable leader with extensive experience in sales, marketing and management
- Successfully collaborates with ability to build and motivate cross-functional teams to achieve bottom line results
- Creative problem solver with the ability to get buy-in from partners, investors and clients
- Dynamic communication and relationship skills and able to interact on a consultative basis with senior management
- Effective customer and sales focus approach with a track record of success

SOFTWARE SKILLS

- Microsoft: Word, Excel, Outlook, Access, Project, PowerPoint and Publisher

PROFESSIONAL EXPERIENCE

Self – Employed - Fresno, CA January 2011 – Present

Work directly with startup companies to assist in the development of the overall business plan and strategies

Business Consultant

- Prepare industry and market research for business plans to present to investors for various startup companies and projects
- Evaluate and restructure existing business plans in accordance with newly established company goals and strategies
- Build, maintain and strengthen collaborative relationships with B2B service providers
- Recommend and negotiate business terms with investors
- Attend weekly networking functions

Key Achievements:

- Developed a business plan and secured first stage funding for a hydrogen based fuel saving device for large diesel trucks
- Created a business plan and presentation for a solar based energy reduction project

Admatha Capital Management – Singapore December 2006 – December 2010

Investment banking, project management and consulting company servicing businesses throughout South East Asia

Managing Director

- Developed and implemented the overall company business and strategic plans and utilized leadership skills to train and inspire employees to accomplish company goals
- Prepared business and marketing plans for healthcare, mining, toll road, and housing development projects
- Cold called on small to medium size companies and sold consulting service contracts
- Represented the company at various functions, trade shows and conventions
- Hired management teams to assist with overseeing construction projects

- Set up and managed a branch office in Jakarta Indonesia with 5 administrative staff and 14 sales consultants, managed payroll and office equipment

Key Achievements:

- Raised over $34 million for client projects
- Established independent agents in Malaysia, Philippians, Thailand and Hong Kong
- Increased company revenue by 29% in 8 months by adding new services

Lepont Management – Europe August 2000 – November 2006
A project management and consulting firm based in London UK that helped secure funding for real estate projects for clients in France, Germany, Belgium, Spain, Netherlands, Luxembourg and Switzerland ***Senior Consultant***

- Cold called on small to medium size businesses and sold consulting service contracts
- Developed and maintained relationships with other professional service providers
- Prepared business plans, feasibility studies and proposals
- Negotiated terms between clients, banks, financial institutions and investors
- Expanded company services to include asset management
- Hired and trained 9 employees *Key Achievements:*
- Increased sales by 38% and revenue by 23% in 10 months
- Reduced operating expenses by 17%
- Raised over $19 Million for client projects
- Trained and mentored two of the top producing sales consultants

California Numismatic Investments – Los Angeles, CA May 1996 to June 1999
Investment company specializing in the sale of gold, silver and rare coins

Investment Consultant

- Assisted clients in diversifying their investment portfolios
- Provided investment consultations to clients
- Prepared and distributed sales and marketing materials
- Sold Gold, Platinum, Rare Coins, Silver and other rare items

EDUCATION

California Polytechnic State University

- Completed 2 years of Agri-Business courses with concentration in marketing

Westec College

- Accounting course

Duties: Founded and operated Bouquet of Fruits and bouquetoffruits.com. Developed the concept, product line, customer base, distribution and technology. Sold the business and the brand in 2006 and the brand in 2010.

Job Title: QC/Grower relations

Employer: The Produce Edge, REEDLEY, CA.

Dates: 5/98 to 1/99

Duties: Oversee grower relations between sales office and growers and ran QC opts for all orders shipped from cold storage. Specifically in the stone fruit arena

Job Title: Managing Partner

Employer: Pipco Fruit Co, FRESNO, CA.

Dates: 1/80 to 12/97

Duties: Managed over 1500 acres of diversified stone fruit crops from field to administrative duties.

Skills: Highly Creative, Excellent people skills, creative thinking in solving business challenges, Photography skills, Networking skills. Marketing

Education: Post high school

Fresno City college for 1 year and Fresno State for 2 years

References: Available on request

Recent projects:: Strategic marketing and business development for Homegrown Organic Farms.

Strategic planning for the Food Commons.

Re launch Bouquet of Fruits as California Gourmet Company as a community retailer that focuses on the locally grown produce, locally made gourmet foods and specialty items. This new hybrid retail store consolidating all operational functions (retail show room, chocolate productions, basket production, IT and photography studio and administrative office (sales and marketing and accounting in one location creating an efficient and cohesive business environment and just in time product for business and retail customers for the local, regional market place.

Working with Fresno State and the Fresno Food Expo on various projects relating to Organic farming and value added product development.

Working with top local business representatives on several key value added and agricultural projects in the greater downtown Fresno area to develop a public market place promoting and celebrating agriculture.

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? XYes □ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I was recommended by a former Aspen board member from the Fresno Mission. An employee at Aspen (Homeless Liason) also recommended me to the Aspen Board.

2. Explain why you wish to serve on the board.

I appreciate the heart and Vision of Aspen Charters and how they are focused on serving some of the most vulnerable youth in our City with intentionality. I love how collaborative the work is with parners at City Center. City Church is one of those partners. As the pastor of City Church our heart is to see the peace of our City resored by God's grace. This is an opportunity to help establish that peace on an educaitonal level with other board members.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

NA

4. Describe your understanding of the appropriate role of a public charter school board member.

I understand the appropriate role of a board member from annual training and experience from being on the board at Aspen.

5. Indicate the specific knowledge and expertise that you would bring to the board.

As a local pastor, I have many relationships with families in the heart of our city. And I have experience working with youth in our City.

Authorization to release Information	
My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization: • Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School. • Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School. • Is valid during my entire time as a board member for the above referenced Charter School. • Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.	
Signature:	
Name: Mark Snee	
Position on the Board: Interim Secretary	Date: 8/15/24

Lether, S

Mark Snee

2066 E. Burlingame Ave.
Fresno Ca. 93710
(805) 405-5975
mark@thewellcommunity.org
snee.mark@gmail.com

PERSONAL INFORMATION

Born: December 23, 1980
Married to Caitlin & Father to six children

WORK HISTORY

08. 2021 – PRESENT

THE WELL COMMUNITY CHURCH – FRESNO, CA
Local Missions Director

- Community engagement with our local church and ministry partnerships in the Cities of Fresno and Clovis.
- Building church planting partnerships with members of The Well and Fresno Mission staff and guests.
- Collaborative work with Fresno Mission to implement City Center pastoral presence and church plant.

11. 2015 – 08. 2021

THE WELL COMMUNITY CHURCH – FRESNO, CA
College & Career Campus Pastor

- Serve as campus pastor for the North PM campus and gatherings.
- Designed and implemented a successful college internship program.
- Development of leaders and oversight of paid intern staff.
- Plan and execute outside events for outreach and discipleship training purposes, including international exposure trips every other year.

09. 2010 – 11. 2015

CORNERSTONE CHURCH – SIMI VALLEY, CA
Student Ministries Pastor

- Serve as director of student ministries, encompassing middle school, high school, and college level students. Approximately 225-250 students combined.
- Lead and mentor four paid directors, four interns and more than 55 volunteer leaders.
- Write and deliver sermons and lessons as teaching pastor for high school and college ministries regularly.
- Plan and execute outside events for outreach and discipleship training purposes, including multiple domestic and international mission trips each year.
- Designed and implemented a very successful weekly outreach program involving intermural sports at each of Simi Valley's three large high schools. Program focused on mentoring students and sharing the Gospel.
- Conduct weekly discipleship training with students, paid staff, and volunteers.

- Meet one-on-one continuously throughout the year with students, parents, and staff to guide, direct, encourage, teach, and counsel as needed.

09. 2005 – 09. 2010 **CORNERSTONE CHURCH – SIMI VALLEY, CA**
High School Pastor

- Oversaw weekly program ministry and teaching ministry.
- Supervised and mentored paid interns & volunteer leaders.
- Planned and executed local and global group missions trips including venues in the Inner city of LA, Papua New Guinea, Poland, Mexico, and the Dominican Republic.
- Developed and carried out small group leader training and weekly discipleship training with students and leaders.

08.2004 – 09.2005 **CORNERSTONE CHURCH – SIMI VALLEY, CA**
High School Ministry Director

- Oversaw male students and leader involvement.
- Worked with volunteers in the ministry by helping engage them in consistent and committed interaction with students within small groups.
- Developed, organized, and administered weekly community engagement activities.

02.2004 – 08.2004 **CORNERSTONE CHURCH – SIMI VALLEY, CA**
High School Ministry Worship Intern

- Facilitated and lead worship with multiple musicians for worship team.

08.2000 – 05.2005 **REDS BBQ & GRILLERY – SIMI VALLEY, CA**
Server

- Worked at restaurant as a server/waiter.

EDUCATION

09.2004 – 07.2008 **ETERNITY BIBLE COLLEGE – SIMI VALLEY, CA**
Bachelor's Degree, Biblical Studies

09.2003 – 05.2004 **CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS**
Communication Studies

09.1999 – 05.2003 **MOORPARK JR. COLLEGE**
General education requirements completed for transfer

ADDITIONAL PASTORAL QUALIFICATIONS

Write and preach sermons for Sunday worship service approximately once a quarter.

Well-versed and experienced in crisis counseling for individuals and families.

Premarital and Marital counseling with my wife for couples from within, and outside of our church.

Perform weddings and funerals regularly.

Provide hospital visitation and care ministry services to the church and community.

Fresno Unified
School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? XYes □ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board. **Recommended by a fellow board member.**

2. Explain why you wish to serve on the board. **After touring the school and meeting with the school leadership, I volunteered to serve. I have many years of experience as an educator and have a passion for reading instruction. I love Aspen because they offer a level playing field, so students can go further in life.**

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
   NA
4. Describe your understanding of the appropriate role of a public charter school board member.
   The board has oversight of the programs, including financial and academic success. We hire the Executive Director and support however we can. We approve all policies, budgets, etc.
5. Indicate the specific knowledge and expertise that you would bring to the board.
   I look closely at the finances for the children. I make sure when we spend money, it furthers their education. I have a lot of experience in education and non-profits.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: R Dayton	
Name: **Renee Dayton**	
Position on the Board: Treasurer	Date: 8/15/24

RENEE D DAYTON

6513 North Barton Avenue, Fresno, CA 93710 • 559-297-0340 • 510-332-2041 • reneedayton@mac.com

PROFILE

Senior Program/Project Manager, Director of Operations, and Adjunct Professor for fortune 500 business, non-profits, and education institution with over 30 years comprehensive experience including staff hiring, retention, and development, budget development and management, program protocol/procedure development, and equity in education and community. Applicant is an experienced advocate for equity and inclusion with proven experience collaborating with colleagues, community leaders and stakeholders to conduct strategic planning in order to support and further the organizational objectives. Candidate has broad knowledge of leadership of business and educational organizations, including strategic planning and development. Candidate has excellent ability in decision-making, team building, problem solving, motivation, and budget management and analyses.

CORE COMPETENCIES

- Staff Management & Development
- Curriculum Development
- Group Facilitator
- Community Engagement
- Collaboration (Diverse Groups)
- Fiscal Management & Development of Budgets
- Strategic Planning
- Innovative Forward Thinker
- Training and Development
- Staff Retention
- Mentorship Development
- Student Achievement

CERTIFICATIONS

- Substitute Teaching ~ CBEST (September 2019)

SUMMARY OF ACCOMPLISHMENTS

- Thirty years of experience in staff hiring, management, and development with a turnover rate of zero percent
- Strong record of improving departmental productivity by streamlining processes and holding employees accountable for meeting performance standards
- Exceptional ability to develop and foster relationships with people; with the ability to effectively listen to and work with people of different backgrounds/cultures to ensure that all parties are satisfied with the outcome
- Developed outreach learning programs for children in underserved communities
- Developed group prenatal care program for high-risk pregnant women, including protocols and procedures. Participant return rate was 90%; return rate at local physician offices was 37%

EDUCATION

BA, Christian Ministry & Leadership, 2015
Fresno Pacific University Fresno, CA

MA, Leadership & Organizational Studies, 2017
Fresno Pacific University Fresno, CA
Capstone Project: The Hiring Practices of Churches and Nonprofits

PROFESSIONAL EXPERIENCE

Fresno Regional Workforce Development Board • Fresno, CA 2021 – Present
Program Coordinator
- Developed, implemented, and managed Fatherhood Program
- Facilitated group sessions
- Staff management and development
- Outreach program development and collaboration with community leaders and other non-profit agencies

Fresno Unified School District • Fresno, CA 2020 – Present
Credentialed Substitute Teacher

Fresno Pacific University • Fresno, CA 2018 – Present
Adjunct Professor
- Class and syllabus preparation
- Class lecturer
- Spiritual guidance for students and myself
- Professional development
- Student evaluation and grading

First 5 Fresno County • Fresno, CA 2017 – 2018
Senior Program Manager
- Developed, implemented, and managed group prenatal care program
- Wrote program protocols and operational procedures
- Developed and managed annual budget
- Facilitated group sessions
- Developed session materials dealing with social and emotional milestones, issues and concerns during pregnancy
- Staff management and development
- Outreach program development and collaboration with community leaders and other non-profit agencies

The Word Community Church • Fresno, CA 2012 – 2017
Office Manager
- Managed day-to-day business operations of the building/facility and ministries
- Coordinated board meetings
- Developed and managed annual ministry budgets, accounts payables, accounts receivables, and payroll
- Benefits coordination
- Responsible for managing internal marketing social media platforms
- Organized community outreach programs
- Administrative assistant to the Senior Pastor

Delaney Matrix • Fresno, CA 2008 – 2009
Senior Production Manager
- Managed internal creative staff
- Developed project timelines
- Developed and managed project budgets
- Main client contact, ensuring all milestones were met and delivered on time
- Produced client project proposals

TEACHING EXPERIENCE

Fresno Pacific University • Fresno, CA — 2018 – Present
Adjunct Professor

- **Communications and Marketing** – Examines and analyzes the complete background of creating and executing an effective and efficient marketing plan. The framework provides an understanding of organizational culture, setting goals, demographic analysis, market research, competitive analysis, and budgeting. The course goes in depth to help understand why people buy what they buy, the perceptions that have been created for them by brands, and how effective communications and marketing leads to those perceptions. Weekly group work and presentations, and analysis of modern day marketing and advertising techniques used by top companies are used to enhance the learning experience.

- **World of Marketing** – This course surveys the major marketing methods and practices. The four main areas of marketing (product, price, promotion, and physical distribution) are explored in depth. An emphasis on building student skills in real-world marketing decisions-making, problem solving, communication, role playing, marketing research, and case study analysis are integrated during the course.

- **Organization Behavior** – This course focuses on organizational structure and design. Primary emphasis is placed on understanding the organization as an open system. Emphasis is also placed on teaching students how to use a systems approach in basic organizational diagnosis. Contingency theory provides a theoretical framework for understanding the impact of the environment on organizational effectiveness and design.

- **Conflict, Collaboration, and Negotiations** – This in an introduction to resolving conflict, collaboration, and negotiating within an organization. Includes basic theory and methodologies, as well as the opportunity to develop skills in such areas as listening and mediation through interviews and case studies. Prepares leaders to collaborate and manage conflict.

SELECTED PRESENTATIONS

Black Infant Health – Speaker — August 2017
- Group Prenatal Care in the Central Valley

Preterm Birth Initiative – Speaker — November 2017
- Group Prenatal Care in the Central Valley

2018 Preterm Birth Initiative Annual Symposium, Kigali, Rwanda -- Speaker — October 2018
- Preterm Birth: Through the Lens of Quality, Equity, and Dignity

COMMUNITY SERVICE & OUTREACH

- Fellowship of Christian Athletes
- Mentorship Program ~ Fort Miller Junior High School
- Mentorship/Leadership Program ~ The Word Community Church
- Fresno Pacific University Alumni Council Member
- Tutor / College Students and Student Athletes
- Field Supervisor ~ Fresno Pacific University – Christian Ministry & Leadership Program
- Children's Program Development ~ The Word Community Church

LCFF Budget Overview for Parents

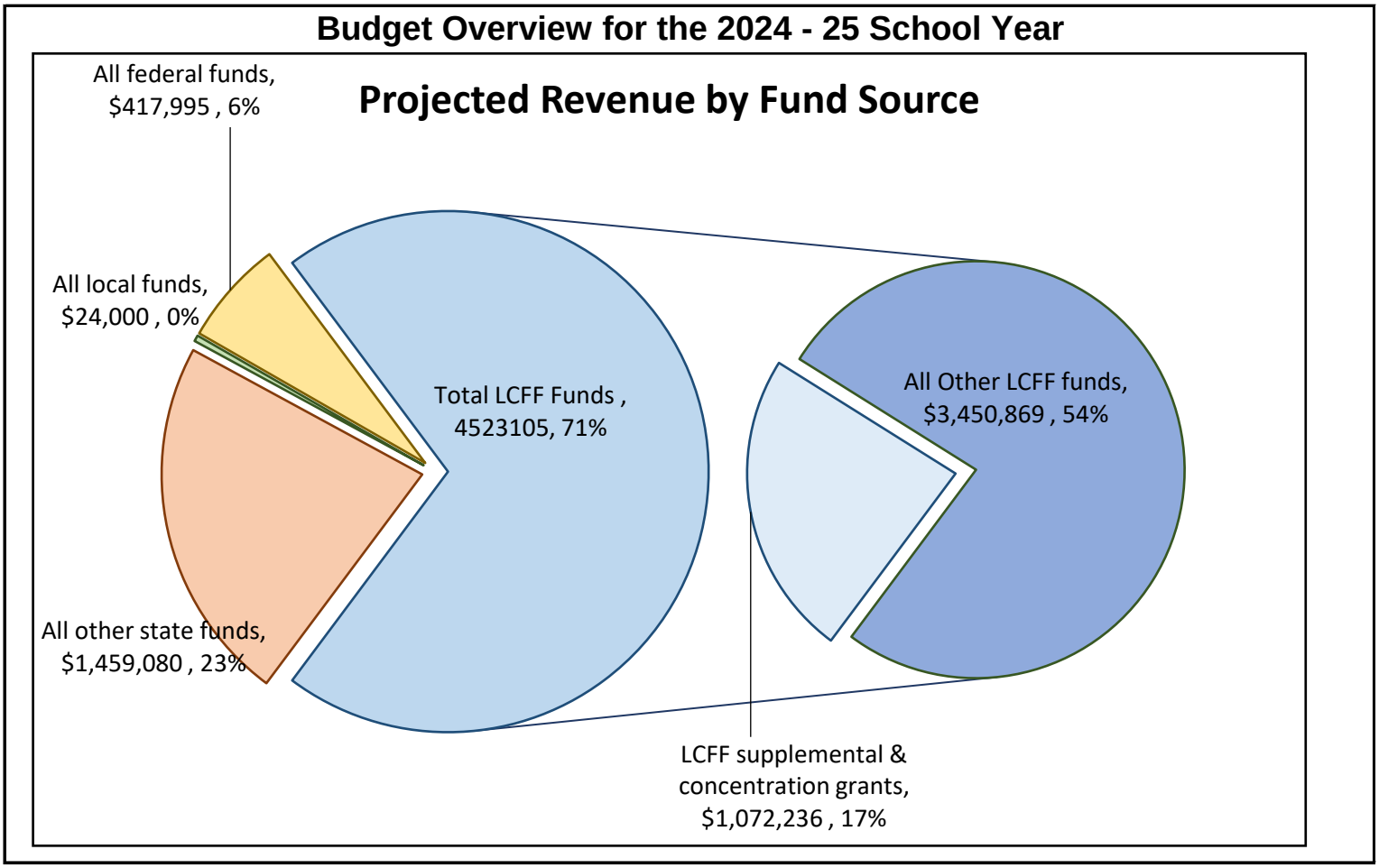
Local Educational Agency (LEA) Name: Aspen Valley Prep Academy

CDS Code: 10 62166 0106740

School Year: 2024 - 25

LEA contact information: Nicole Rivera, Site Director nicole.rivera@aspenps.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

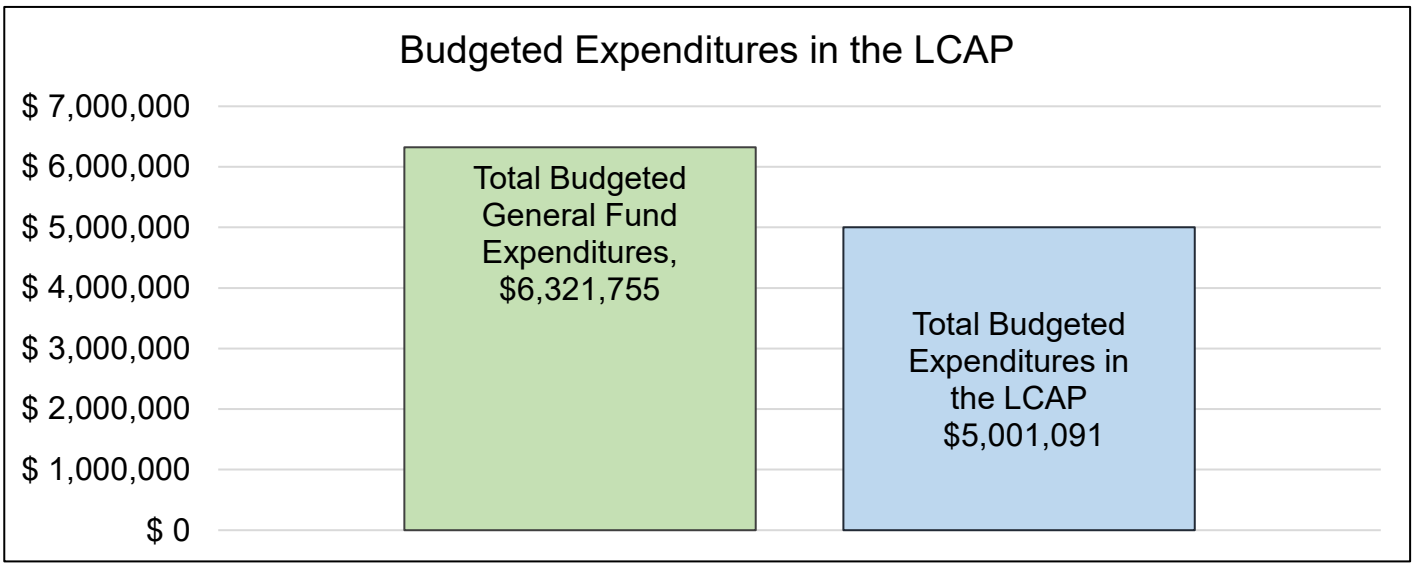


This chart shows the total general purpose revenue Aspen Valley Prep Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Aspen Valley Prep Academy is $6,424,180.00, of which $4,523,105.00 is Local Control Funding Formula (LCFF), $1,459,080.00 is other state funds, $24,000.00 is local funds, and $417,995.00 is federal funds. Of the $4,523,105.00 in LCFF Funds, $1,072,236.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Aspen Valley Prep Academy plans to spend for 2024 - 25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Aspen Valley Prep Academy plans to spend $6,321,755.00 for the 2024 - 25 school year. Of that amount, $5,001,091.00 is tied to actions/services in the LCAP and $1,320,664.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

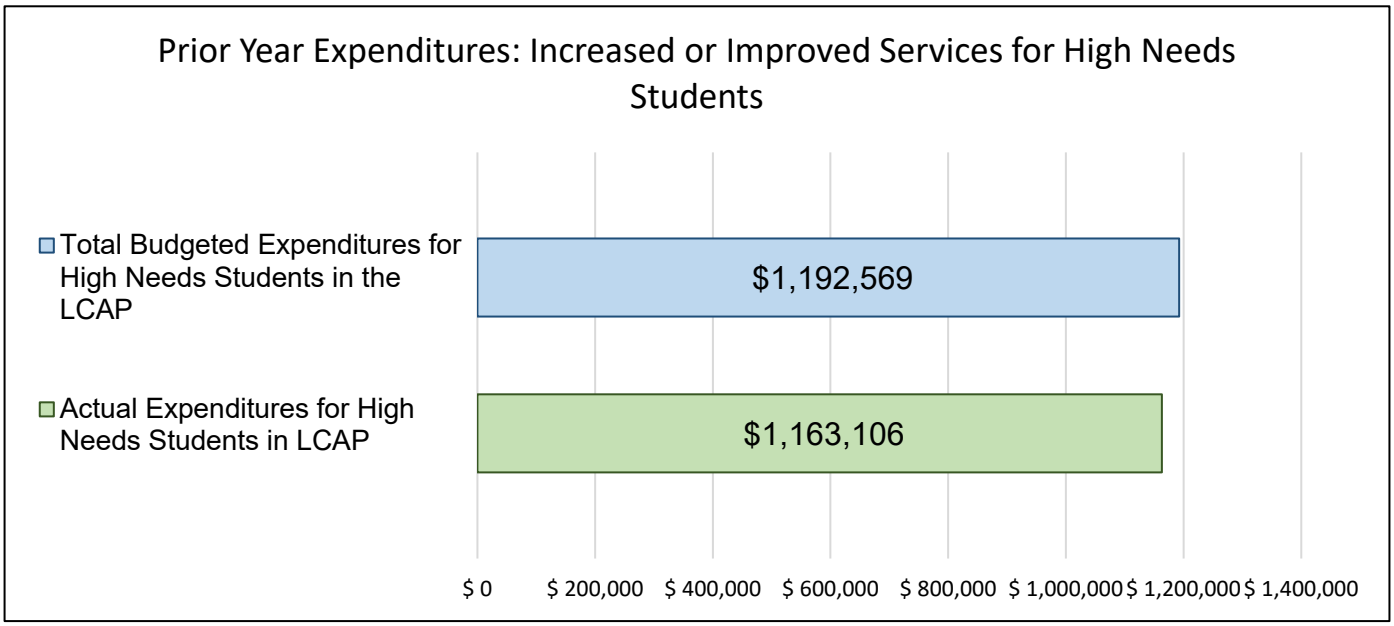
Budgeted General Fund Expenditures not included in the 2024-25 plan include meals program, operating and administrative expenses.

Increased or Improved Services for High Needs Students in the LCAP for the 2024 - 25 School Year

In 2024 - 25, Aspen Valley Prep Academy is projecting it will receive $1,072,236.00 based on the enrollment of foster youth, English learner, and low-income students. Aspen Valley Prep Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Aspen Valley Prep Academy plans to spend $1,072,236.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023 - 24



This chart compares what Aspen Valley Prep Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Aspen Valley Prep Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023 - 24, Aspen Valley Prep Academy's LCAP budgeted $1,192,569.00 for planned actions to increase or improve services for high needs students. Aspen Valley Prep Academy actually spent $1,163,106.00 for actions to increase or improve services for high needs students in 2023 - 24. The difference between the budgeted and actual expenditures of $29,463.00 had the following impact on Aspen Valley Prep Academy's ability to increase or improve services for high needs students:

Aspen Valley received reduced supplemental and concentration funding for high need students compared to budget. Aspen Valley's expenditures exceeded their allocation and % to increase services.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Aspen Valley Preparatory Academy	Nicole Rivera, Site Director	nicole.rivera@aspenps.org (559) 225-7737

Goals and Actions

Goal

Goal #	Description
1	**Using a whole child approach continue to strengthen and expand schoolwide MTSS and PBIS to ensure the academic, social-emotional, behavioral, and mental health needs of all students are met. Continue to expand partnerships that support our shift to a Community School and ensure all students are College & Career Ready.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP ELA Source: CDE	2019-20: Not administered	2020-21: 31.94% met/exceeded standard	2021-22: 39.11% Met or exceeded standards	2022-23: 35.79% met or exceeded standards	40%
CAASPP Math Source: CDE	2019-20: Not administered	2020-21: 22.27% met/exceeded standard	2021-22: 34.19% Met or exceeded standards	2022-23: 33.52% met or exceeded standards	25%
CA Science Test: Gr 5 Source: CDE	2019-20: Not administered	2020-21: 20.32% met/exceeded standard	2021-22: 24.33% Met or exceeded standards	2022-23: 28.58% met or exceeded standards	25%
% Of EL who made progress toward English Proficiency measured by ELPAC Source: CDE	2020-21: 7.89% Proficient	2020-21: 7.89% Proficient	2021-22: 18.6% Met or exceeded standards	2022-23: 7.32% Proficient	15%

<table>
<tr><td>Reclassification Rate
Source: Dataquest</td><td>2019-20: 20.6%</td><td>2020-21: 0%</td><td>2021-22: 5.1%</td><td>2022-23: 4%</td><td>20%</td></tr>
<tr><td>% EL with access to CCSS & ELD Standards. Source: Master Schedule</td><td>2020-21: 100%</td><td>2021-22: 100%</td><td>2022-23: 100%</td><td>2023-24: 100%</td><td>100%</td></tr>
<tr><td>Attendance Rate
Source: CALPADS</td><td>2019-20: 93.7%</td><td>2020-21: 93.3%</td><td>2021-22: 83%</td><td>2022-23: 95.4%</td><td>95%</td></tr>
<tr><td>Chronic absenteeism Rate
Source: Dataquest</td><td>
<table>
<tr><th colspan="3">CHRONIC ABSENTEEISM</th></tr>
<tr><th></th><th colspan="2">2018-19</th></tr>
<tr><th></th><th>Count</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>39</td><td>8.6%</td></tr>
<tr><td>African-American</td><td>12</td><td>20.0%</td></tr>
<tr><td>Hispanic</td><td>18</td><td>6.1%</td></tr>
<tr><td>White</td><td>5</td><td>7.9%</td></tr>
<tr><td>Two or More Races</td><td>3</td><td>27.3%</td></tr>
<tr><td>EL</td><td>1</td><td>2.2%</td></tr>
<tr><td>HY</td><td>*</td><td>*</td></tr>
<tr><td>SWD</td><td>4</td><td>7.5%</td></tr>
<tr><td>SED</td><td>33</td><td>10.3%</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="3">CHRONIC ABSENTEEISM</th></tr>
<tr><th></th><th colspan="2">2020-21</th></tr>
<tr><th></th><th>Count</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>106</td><td>26.7%</td></tr>
<tr><td>African-American</td><td>16</td><td>31.4%</td></tr>
<tr><td>Hispanic</td><td>72</td><td>27.9%</td></tr>
<tr><td>White</td><td>11</td><td>19.0%</td></tr>
<tr><td>Two or More Races</td><td>4</td><td>26.7%</td></tr>
<tr><td>EL</td><td>10</td><td>26.3%</td></tr>
<tr><td>HY</td><td>11</td><td>44.0%</td></tr>
<tr><td>SWD</td><td>18</td><td>35.3%</td></tr>
<tr><td>SED</td><td>95</td><td>30.6%</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="3">2021-22 CHRONIC ABSENTEEISM</th></tr>
<tr><th></th><th>Number</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>174</td><td>50.1%</td></tr>
<tr><td>African American</td><td>23</td><td>54.8%</td></tr>
<tr><td>Hispanic</td><td>128</td><td>54.0%</td></tr>
<tr><td>White</td><td>11</td><td>28.2%</td></tr>
<tr><td>Two or More Races</td><td>7</td><td>50.0%</td></tr>
<tr><td>English Learners</td><td>26</td><td>53.1%</td></tr>
<tr><td>Foster Youth</td><td>4</td><td>30.8%</td></tr>
<tr><td>Homeless Youth</td><td>18</td><td>75.0%</td></tr>
<tr><td>SWD</td><td>22</td><td>56.4%</td></tr>
<tr><td>SED</td><td>146</td><td>53.3%</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="3">2022-23 CHRONIC ABSENTEEISM</th></tr>
<tr><th></th><th>Number</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>111</td><td>31.9%</td></tr>
<tr><td>African American</td><td>11</td><td>29.7%</td></tr>
<tr><td>Hispanic</td><td>78</td><td>31.8%</td></tr>
<tr><td>White</td><td>13</td><td>31.7%</td></tr>
<tr><td>English Learners</td><td>15</td><td>31.9%</td></tr>
<tr><td>Homeless Youth</td><td>15</td><td>33.3%</td></tr>
<tr><td>SWD</td><td>21</td><td>47.7%</td></tr>
<tr><td>SED</td><td>96</td><td>35.4%</td></tr>
</table>
</td><td>10%</td></tr>
</table>

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Action 1: Aspen Valley Prep Academy (AVPA) has fully implemented this action, with the last set of trimester assessments that took place in Spring 2024 including state testing. After each trimester assessments results are analyzed which informs instructional decision-making and identification for interventions, as needed. This year, Summit Learning Assessments are no longer being used by Grade 5 and shifted to Navigator Math & CKLA assessments instead.

- Action 2: This action was fully implemented. AVPA received an ORANGE Performance Level for the ELA and Math Academic Indicators on the 2023 CA School Dashboard. This year, AVPA has implemented the following academic interventions to improve student outcomes:

- iReady Toolbox: Teachers and administrators have attended multiple professional development sessions on how to utilize the iReady teacher toolbox to effectively address the learning gaps identified from our students based on the trimester iReady assessments. Teachers work in PLCs to make plans and groups to address the gaps using the resources provided.

- Tier 2 Reading Intervention Support Administrators and the Intervention Coordinator met regularly to review data to support students who are performing below grade level. SST meetings are held, and teachers are coached on how to support these struggling readers. Multiple professional development opportunities have taken place to guide teachers in this process. The AIMS/ Pathway to Reading is used by the reading intervention teacher to provide struggling readers (reading below grade level) with academic support 4 times per week.

- Instructional Aides/Tutoring: Instructional aides led small groups (push-in) in the classroom and pull-out sessions to support struggling learners.

- Before/After/ Winter Tutoring Sessions (ELOP Programming): AVPA ELOP provides afterschool, winter intersession and summer academic and social enrichment opportunities.

- Action 3: This action was fully implemented. AVPA received a YELLOW Performance Level for Chronic Absenteeism Rate Indicator; and ORANGE Performance Level for the Suspension Rate Indicator on the 2023 CA School Dashboard.

To address Suspension Rates: We continued to implement Second Step SEL Curriculum and Bully Prevention Unit with PBIS efforts for Tier 1 level of support. Through our partnership with All4Youth our students had access to a therapist on campus. The El Dorado Charter SELPA provided our teachers with training on verbal de-escalation techniques and the local Diagnostic Center on some behavior management strategies. We are planning on partnering with FCOE for PBIS training for the upcoming 2024-25 school year.

To address Chronic absenteeism: This year we revised our attendance policy to address chronic absenteeism. We presented the attendance policy to the entire staff and to all families. We have established a SART Team that meets to address students at-risk of chronic absenteeism and when families are unresponsive. The Family Resource Counselor conducted home visits as requested by administrators.

- Action 4: This action was fully implemented. AVPA received an ORANGE Performance level for Chronic Absenteeism and YELLOW for the Suspension Rate Indicator for the SWD Student Group on the 2023 CA School Dashboard. This year the Special Education Team participated in CDE's Special Education Monitoring Processes and the Small LEA Cyclical Monitoring. The SPED staff collaborated with General Education teachers to strengthen the delivery of instruction, use of modifications/accommodations, and lessons were scaffolded to meet the needs of SWD. The SPED team has been attending all trainings in the topics noted in this action.

- Action 5: This action was fully implemented. AVPA received an ORANGE Performance Level for the Chronic Absenteeism Rate; and ORANGE Performance level for the Suspension Rate Indicator for the EL student group in the 2023 CA School Dashboard. Bilingual EL Instructional aides assist ELs with language acquisition during dELD. This year we provided teachers with professional development on the ELD curriculum (Amplify) and chose not to implement Rosetta Stone Foundation but rather focus on using Amplify ELD because of its level of rigor and implement it with fidelity. This change was both cost efficient and effective use of our currently adopted curriculum.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Action 1: Several successes of implementation have been growth at every grade level as measured with the iReady reading and math data. We have also seen high completion rates in every major assessment. This is due to the ongoing communication to teachers and families of assessment dates and level of importance. Our school has prioritized providing teachers additional time to review, analyze and apply iReady diagnostic data to inform instruction, assess learning gaps, and prepare remediation groups to intervene or enrich academic growth. The school also created schoolwide iReady challenges to engage families to have a better understanding of their child's results and the steps needed to make progress toward proficiency.

Challenges over the past 3 years include the growth between our English Learners and English Only students in CAASPP. ELs were 60 points from the standard whereas EOs were 39.7 points away in Math. In ELA, ELs were 62.2 points away whereas EOs were 23.2 points away from standard. The school has made attempts to include more professional development regarding ELD and EL supports in the classroom. They've adopted a new curriculum to address the gaps seen through these assessments. Another challenge is the time it takes to analyze the data in each assessment to use to make instructional decisions. We started to carve out more designated time for teachers to collaborate in PLCs to analyze the data and make plans to address learning gaps.

- Action 2: We have seen great growth in our iReady data for all grade levels in specific domains due to the extra reading intervention support from the intervention coordinator and switch to a Science of Reading approach. In the iReady final diagnostic of 2022-2023, 91% of our students passed the Phonological Awareness, 72% passed Phonics, and 86% passed High Frequency words. In this school year, we've seen similar trends with students demonstrating higher rates of proficiency across these 3 domains. In math 2022-2023 iReady assessments we progressed from 9% to 37% proficient.

Challenges over the past 3 years include fluency, comprehension, and staffing for math intervention support. The school noticed a trend in stagnant fluency and comprehension data, so this year, we purchased a program called Read Naturally to support this learning gap. All instructional aides, admin, and reading intervention teacher were trained in how to deliver services based on our iReady diagnostic data. Another challenge is staffing and support regarding math intervention. We don't have a specific math intervention coordinator, so admin and instructional coaches collaborated to support teachers in using the iReady toolbox to help support learning gaps. The school also purchased Reflex math this school year to support with basic math fact fluency.

- Action 3: Our partnership with All4Youth has served over 40 students over the last few years, 23 alone in 2022-2023. Students have either continued to see the therapist or were able to graduate out of counseling. On site, the school counselor has been able to serve over 50 students each school year and trained students with coping skills for use within the school setting. The school counselor has also met with teachers in small groups or 1:1 to ensure they are teaching Second Step curriculum with fidelity. With the new attendance protocols and truancy meetings in place, the school has worked to close the achievement gap in our WHITE student subgroup who were previously in the RED performance

level on the dashboard. The school admin has met with these families throughout the school year through an SST/ SART process to address the absenteeism rates.

Challenges: over the past 3 years include the need for the behavior intervention support from All4Youth. This was a large piece of success at the beginning of our partnership to help students learn skills (self-regulation) needed to manage in the classroom setting. With our high need population, we are finding that the counselor has limited time to model SEL lessons or run consistent social emotional groups. The school will need to monitor the needs and adjust the professional development calendar to address some of the social emotional needs the school is experiencing for the 2024-25 school year.

- Action 4: The collaboration between SPED and General Education teachers has been a strength, especially in the past two years. The designated time provided to meet has allowed the team to dig deeper with student data and review accommodations and modifications put in place to support students. In last year's final diagnostic, we saw a 10% increase in reading level schoolwide among SWD students and 7% increase on grade level in math. We have seen that the Professional Development in CPI, behavior intervention, and trauma informed practices have decreased the amount of behavior referrals and suspensions. The dashboard shows our SWD are in the yellow category as compared to the orange overall schoolwide.

Challenges: Challenges over the past 3 years include the significant increase in enrolled Students with disabilities, which has been challenging to address staffing needs. This year because of the minimum requirement service minutes, we hired additional support. With these new additions comes the time to make sure they are properly trained and ready to support the learning gaps. Another challenge is making sure that the professional development calendar reflects the disability gaps such as autism or emotional disturbance. More training continues to be a need for staff. This will help address the low performance in assessments - iReady and CAASSP.

- Action 5: Through ELD services and Reading Intervention groups, the school has seen iReady growth in reading at all grade levels, with major growth in kindergarten, 3rd, 4th, and 5th grades in 2022-2023. Another strength is that more time is devoted in the academic calendar to reflect the need for ELD groups. We were also able to reclassify some students last year and this school year.

Challenges: Challenges over the past three years include the need for designated time for ELD. This school year and at the end of the last school year, we have made sure that teachers and the curriculum and time to teach ELD. We see the need for Professional Development on EL standards and ELPAC testing strategies. The has also been an increase in the percentage of EL students this year, we are currently at about 14% of students, so we have seen on the dashboard that we have a decline in points toward the standard. 33% are meeting proficiency, as compared to the 50% from the previous year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

For the 2024-25 LCAP, Goal #1 was revised to align to the CA MTSS Framework and CA Community Schools Framework to ensure fidelity to the multi-year initiatives Aspen Valley Preparatory Academy has been engaged in to improve student outcomes. Actions and metrics were revised to

align to the revised goal. In addition, per CDE new guidelines, a metric for Priority 8 was added – participation rate on PFT (grade 5 assessment). With the return of the CA School Dashboard performance levels, our LCAP will use the distance from standard (DFS) measurement for the ELA and Math (CAASPP) Academic Indicators, which is an accurate measure of student performance.

For the 2024-25 LCAP – metrics will include numerically significant student groups as reported in the CA School Dashboard performance level. This change was made for purposes of transparency and alignment between the LCAP metrics and the CA School Dashboard. Additionally, for the 2024-25 LCAP, Aspen Valley Preparatory Academy will continue to develop a one-year LCAP that includes "Target for Year 1 Outcome," under the section measuring and reporting results, rather than "Target for Year 3 Outcome," an allowable option for charter schools, as indicated in CDE's approved LCAP template instructions.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated for last year's actions may be found in the Contributing Actions Annual Update Table.

Goal

Goal #	Description
2	**Continue to provide evidence-based professional learning opportunities for all educators, instructional support staff and administrators to build capacity, support teacher retention, to address the diverse learning needs of our students.**

Measuring and Reporting Results

<table>
<tr><th>Metric</th><th>Baseline</th><th>Year 1 Outcome</th><th>Year 2 Outcome</th><th>Year 3 Outcome</th><th>Desired Outcome for 2023–24</th></tr>
<tr><td>% Of Fully credentialed & Appropriately assigned Teachers
Source: CalSAAS</td><td>2020-21: 89%</td><td>2021-22: 94%</td><td>2022-23: 75%</td><td>2023-24: 81%</td><td>100%</td></tr>
<tr><td>% Of students with access to Standards-aligned materials
Source: SARC</td><td>2020-21: 100%</td><td>2021-22: 100%</td><td>2022-23: 100%</td><td>2023-24: 100%</td><td>100%</td></tr>
<tr><td>Implementation of the Academic content & performance Standards – measured using (Source) CDE's Local Indicator self-reflection tool for Priority 2</td><td>
<table>
<tr><th colspan="2">2020-21: Implementation</th></tr>
<tr><th colspan="2">Academic Standards</th></tr>
<tr><td>ELA</td><td>5</td></tr>
<tr><td>ELD</td><td>3</td></tr>
<tr><td>Math</td><td>5</td></tr>
<tr><td>NGSS</td><td>3</td></tr>
<tr><td>History</td><td>3</td></tr>
<tr><td>Health</td><td>4</td></tr>
<tr><td>PE</td><td>4</td></tr>
<tr><td>VAPA</td><td>5</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="2">2021-22: Implementation</th></tr>
<tr><th colspan="2">Academic Standards</th></tr>
<tr><td>ELA</td><td>4</td></tr>
<tr><td>ELD</td><td>3</td></tr>
<tr><td>Math</td><td>4</td></tr>
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<tr><td>History</td><td>3</td></tr>
<tr><td>Health</td><td>2</td></tr>
<tr><td>PE</td><td>3</td></tr>
<tr><td>VAPA</td><td>3</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="2">2023-24 Implementation Academic Standards</th></tr>
<tr><td>ELA</td><td>5</td></tr>
<tr><td>ELD</td><td>4</td></tr>
<tr><td>Math</td><td>5</td></tr>
<tr><td>NGSS</td><td>3</td></tr>
<tr><td>History</td><td>3</td></tr>
<tr><td>Health</td><td>3</td></tr>
<tr><td>PE</td><td>5</td></tr>
<tr><td>VAPA</td><td>4</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="2">2023-24: Implementation</th></tr>
<tr><th colspan="2">Academic Standards</th></tr>
<tr><td>ELA</td><td>4</td></tr>
<tr><td>ELD</td><td>4</td></tr>
<tr><td>Math</td><td>4</td></tr>
<tr><td>NGSS</td><td>4</td></tr>
<tr><td>History</td><td>4</td></tr>
<tr><td>Health</td><td>4</td></tr>
<tr><td>PE</td><td>5</td></tr>
<tr><td>VAPA</td><td>5</td></tr>
</table>
</td></tr>
<tr><td>% Of students including Unduplicated Pupils, and Students with Disabilities (SWD) who have access to Broad Course of</td><td>2020-21: 100%</td><td>2021-22: 100%</td><td>2022-23: 100%</td><td>2023-24: 100%</td><td>100%</td></tr>
</table>

Study: Source: Master Schedule					

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Action 1: This action was fully implemented but with modifications. Aspen Valley Prep Academy employed a Site Director and classroom teachers We had vacant teaching positions which were being served by substitute teachers. All teachers participated in Summer Professional Learning; 8 non-instructional days and weekly professional development throughout the year. Substitute teachers received extensive coaching to ensure students were receiving equitable services.

- Action 2: This action was fully implemented. AVPA provided its teachers and leadership with robust professional development. We employed ELA and Math Instructional Coaches that provided instructional coaching for our teachers, participated in classroom observations, and feedback cycles. We supported our teachers in clearing their credential through induction. This year, we hired an additional part-time math coach to support primary grades (TK-1) focusing on math foundational skills, an identified area of need for our students in early grades.

- Action 3: This action was partially implemented. AMPS provided all students with standards-aligned curricular and instructional materials, including consumables. Purchases were made to ensure sufficient inventories for all students. However, we did not purchase sex education curriculum since we are currently researching curriculum adoption.

- Action 4: This action was fully implemented. Each student had access to a device (Chromebooks) and headphones to access instructional and curricular materials. All virtual meetings are held on the Microsoft Team platform. IT worked to ensure high internet quality and bandwidth, and they have also implemented a safety software that all educational staff uses to monitor student online activities.

- Action 5: This action was partially implemented. AVPA provided all students with a broad course of study, and Art enrichment for all grade levels. We were unable to fill the music and drama teacher position this year despite extensive recruitment efforts.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Action 1: Despite numerous teacher recruitment efforts, AVPA had vacant teacher positions which we staffed with substitute teachers, and incurred substantial costs for these substitute teachers, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

- Action 5: Despite numerous teacher recruitment efforts, AVPA had vacant Music and drama teacher position, which remained vacant, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Action 1: Over the last few years, the retention rates for teachers have been overall high. If there has been a teacher need, we were able to fill before the school year started with a highly qualified teacher. Due to the high retention rate, we were able to keep our Physical Education and Arts program to widen the broad course of study for our students. The professional development days have also been successful in our student academic and well-being growth. We have seen Chronic Absenteeism rates from by 20% and are currently at a 95% ADA for 2023-2024 so far. The time spent on math and ELA professional learning has shown academic gains in iReady for both subjects.

Challenges over the past 3 years include the need for highly qualified credentialed teachers in all subjects. The school is competing with bigger districts to keep positions filled with experienced, talented teachers. Another challenge has been the amount of topics and time needed to lead quality professional development that is differentiated for the various levels of experience our staff has. We also lost our Chief Academic Officer last year who typically plans these PDs, and the position has not been filled yet.

- Action 2: A strength is the amount of time designated for professional development in the duty calendar. The school utilized every designated day to cover these topics. The school also strategically plans Friday Professional Development to address the learning gaps in assessments. The school has partnered with outside organizations such as Fair Schools, Diagnostic Center, Instruction Partners, and El Dorado to deliver high quality professional development. We have seen some of this success in our suspension and iReady data sources.

Challenges: Challenges we have seen over the last 3 years include the need to differentiate professional development for teacher experience and needs. Due to staffing, this has been difficult to plan for. We also lost the CAO position that hasn't been filled yet to continue to find and organize additional high quality professional development based on the student learning needs and teacher development. Another challenge is the number of Intern -3rd year teachers the school has employed of the years needing additional professional development or coaching support. They are just learning the expectations of teaching and how to use the data to inform their instruction and classroom management. We have seen this to be evident in our 2nd grade classroom where the teachers are new this year. The data in their iReady and Navigator Math benchmarks are not as high as the other grade levels. Both teachers are new to the profession > 2 years.

- Action 3: A strength is that teachers have all the resources they need to deliver high-quality instruction with vetted curriculum and support.

Challenges: The challenges over the last 3 years includes a change in leadership twice at the CMO level of the person who typically monitors the effectiveness of the curriculum and does the ordering. This position hasn't been filled, so admin and instructional coaches have been doing

their best to fill this need and make sure curriculum gets ordered in a timely manner to have all supplies for the following school year. We also need to vet and order a high-quality age-appropriate sex education curriculum for elementary students.

- Action 4: This service has been consistent, and our strong IT team has been able to ensure up-to-date technology and internet connectivity. All training is provided to ensure students and staff know how to properly use these resources to close the digital divide. The IT team has also set up all learning platforms in easy access for parents to access at home, including a parent portal so families stay engaged in their child's learning.

Challenges: Challenges over the years include the expense of keeping up with technology or learning platforms (including professional development). This is a timely and costly expense that is needed so that we can continue to improve our outcomes on digital websites like CAASSP and iReady.

- Action 5: A strength is being able to retain our art teacher. Students have been able to keep that course of student consistently throughout the last 3 years. We have been able to purchase a curriculum to supplement the learning topics in the art classroom. Parents and students have expressed formally and informally the appreciation to have arts in the school setting. The school has used ELOP funds in the after-school program to find music alternatives, such as dance.

Challenges: Challenges over the last 3 years has been retaining and finding highly qualified candidates with the right credentials for these positions. Even with ads, attending job fairs, we have not been able to fill these positions.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

For the 2024-25 LCAP, Goal 2 was revised to align to the school's shift to CA MTSS Framework and CA Community Schools Framework, to ensure fidelity to the work the school is accomplishing to build educator and leadership capacity and expertise and strengthen high teacher retention rates. Actions and metrics were revised to align to this goal (Priority 1 and 2).

Based on feedback from our educational partners, for Priority 1 - (Basic Teachers), we will use the CDE's Teacher Assignment Monitoring Outcomes (TAMO) data which is pre-populated by the CDE on the Local Indicators Report/CA School Dashboard annually. The decision to use TAMO data was for purposes of transparency, and alignment of the CA School Dashboard Local Indicators with our school's LCAP.

Additionally, for the 2024-25 LCAP, Aspen Valley Preparatory Academy will continue to develop a one-year LCAP that includes "Target for Year 1 Outcome," under the section measuring and reporting results, rather than "Target for Year 3 Outcome," an allowable option for charter schools, as indicated in CDE's approved LCAP template instructions.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated for last year's actions may be found in the Contributing Actions Annual Update Table.

Goal

Goal #	Description
3	**Continue to partner with parents to cultivate a consistent home-to-school relationship, providing multiple opportunities for engagement and input in decision-making in schoolwide program and initiatives. Engage families and students through the implementation of effective strategies that promote a positive school climate, and school safety through ongoing communication.**

Measuring and Reporting Results

<table>
<tr><th>Metric</th><th>Baseline</th><th>Year 1 Outcome</th><th>Year 2 Outcome</th><th>Year 3 Outcome</th><th>Desired Outcome for 2023–24</th></tr>
<tr><td>Facilities in “good” repair as measured by FIT (Source)</td><td>2020-21: Good</td><td>2021-22: Good</td><td>2022-23: Exemplary</td><td>2023-24: Exemplary</td><td>Good</td></tr>
<tr><td>Suspension Rate
Source: Dataquest</td><td>
<table>
<tr><th colspan="3">SUSPENSION RATE</th></tr>
<tr><th rowspan="2">Source: Dataquest</th><th colspan="2">2019-20</th></tr>
<tr><th>Count</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>24</td><td>5.3%</td></tr>
<tr><td>African-American</td><td>3</td><td>4.9%</td></tr>
<tr><td>Hispanic</td><td>16</td><td>5.5%</td></tr>
<tr><td>White</td><td>4</td><td>6.6%</td></tr>
<tr><td>Two or More Races</td><td>0</td><td>0.0%</td></tr>
<tr><td>EL</td><td>6</td><td>16.7%</td></tr>
<tr><td>HY</td><td>2</td><td>9.1%</td></tr>
<tr><td>SED</td><td>42</td><td>13.7%</td></tr>
<tr><td>SWD</td><td>10</td><td>18.9%</td></tr>
</table>
</td><td>2020-21: 0%</td><td>
<table>
<tr><th colspan="3">2021-22 SUSPENSION</th></tr>
<tr><th></th><th>Number</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>10</td><td>2.2%</td></tr>
<tr><td>African American</td><td>1</td><td>2.3%</td></tr>
<tr><td>Hispanic</td><td>5</td><td>1.6%</td></tr>
<tr><td>White</td><td>2</td><td>2.4%</td></tr>
<tr><td>English Learners</td><td>0</td><td>0.0%</td></tr>
<tr><td>Foster Youth</td><td>0</td><td>0.0%</td></tr>
<tr><td>Homeless Youth</td><td>4</td><td>14.8%</td></tr>
<tr><td>SWD</td><td>8</td><td>2.8%</td></tr>
<tr><td>SED</td><td>1</td><td>2.4%</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="3">2022-23 SUSPENSION</th></tr>
<tr><th></th><th>Number</th><th>Rate</th></tr>
<tr><td>Schoolwide</td><td>10</td><td>2.2%</td></tr>
<tr><td>African American</td><td>2</td><td>5.0%</td></tr>
<tr><td>Hispanic</td><td>6</td><td>2.4%</td></tr>
<tr><td>White</td><td>2</td><td>4.8%</td></tr>
<tr><td>English Learners</td><td>1</td><td>2.0%</td></tr>
<tr><td>Homeless Youth</td><td>6</td><td>12.5%</td></tr>
<tr><td>SED</td><td>13</td><td>4.7%</td></tr>
<tr><td>SWD</td><td>1</td><td>2.2%</td></tr>
</table>
</td><td><1%</td></tr>
<tr><td>Expulsion Rate
Source: Dataquest</td><td>2019-20: 0%</td><td>2020-21: 0%</td><td>2021-22: 0%</td><td>2022-23: 0%</td><td>0%</td></tr>
<tr><td>Student Survey: Student Perception of School Safety & Connectedness
Source: Internal Survey</td><td>2020-21:
Not reported</td><td>2021-22:
97% Sense of safety
60% School connectedness</td><td>2022-23:
89% Sense of safety
92% School connectedness</td><td><u>2023-24:</u>
82% Sense of Safety
80% School connectedness</td><td>>75%</td></tr>
<tr><td>Parent Survey: Sense of safety &</td><td>2020-21:
Not reported</td><td>2021-22:
80% Sense of safety</td><td>2022-23:
96% Sense of safety</td><td><u>2023-24:</u>
88% Sense of Safety</td><td>>75%</td></tr>
</table>

school connectedness Source: Internal Survey		60% School connectedness	96% School connectedness	90% School connectedness	
Teacher/staff Survey: Sense of safety & school connectedness Source: Internal Survey	2020-21: Not reported	2021-22: 86% Sense of safety 95% School connectedness	2022-23: 100% Sense of safety 92% School connectedness	<u>2023-24:</u> 90% Sense of Safety 85% School connectedness	>75%
Parent Input in Decision-making including UP & SWD: As measured by Source: CDE's Priority 3: Self-reflection Tool	2020-21: CDE's Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 4 8. 4	2021-22: CDE's Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 4 8. 5	2022-23: CDE's Self-reflection Tool (Questions 5-8) 5. 3 6. 3 7. 4 8. 3	2023-24: CDE's Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 5 8. 4	Rating 4+
Parent Participation in Programs for Unduplicated Pupils & SWD: As measured by Source: CDE's Priority 3: Self-reflection Tool	2020-21: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 4	2021-22: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 4	2022-23: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 5	2023-24: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 5 3. 4 4. 5	Rating 4+

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Action 1: AVPA has fully implemented this action. We hosted numerous events to increase student engagement, a positive school culture; and improve the health and safety of our students. This year the annual Jog-a-thon fundraiser took place to fund field trips and guest speaker. All students participated in at least one field trip. AVPA partnered with the Big Smiles dental care to provide dental services and screening for our students. This spring our students participated in See2Succeed that provides vision screening and access to prescription glasses at no cost. We

also reviewed and revised the Comprehensive School Safety Plan; which was presented to the entire staff. The School Resource Officers conducted safety trainings, drills, and supervision throughout year; and ensured PBIS practices were implemented. We administered a school climate survey in Spring 2024 to students, staff and parents/families.

- Action 2: This action was fully implemented. AMPS solicits parent input in decision-making through its PAC, and ELAC. The Community Schools Advisory Council is an advisory group that weighed in on implementing the community school model and collaborated with Aspen Regional staff, students, families and community members.

- Action 3: This action was fully implemented. AVPA hosted Coffee with the Principal to keep parents updated on schoolwide issues, solicited input, and developed partnerships with families to engage them in their child's education. We communicated with families most effectively using ParentSquare; and administered parent surveys. We've hosted parent workshops on the following topics: Suicide Prevention Awareness, The Importance of Reading & Attendance, Understanding Data, Social Emotional Learning/ Growth Mindset, LCAP Goal #1 Positive Behavior Intervention & Supports, The Importance of Sleep / Screen Time / Hygiene, LCAP Goal #3 Positive & Safe School Culture, State Testing (ELPAC, SBAC), Summer Learning, annual update of LCAP Goals and Action; and solicited input for the 2024-25 LCAP. The Community Schools Coordinator has also hosted parent meetings, workshops, and communication with parents consistently throughout the year. We have been researching new organizations to partner with to provide learning opportunities for parents. This year we are partnered with CalFresh that provided a parent workshop on resources for healthy eating.

- Action 4: This action was fully implemented. AVPA completed the FIT Report and results were reported on the school's SARC, LCAP and Local Indicators Report. We employed a full-time janitorial and maintenance team that ensued our campus was clean and safe for all students and staff.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Action 4: Additional costs were incurred for janitorial and facility maintenance services, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Action 1: Some successes over the past 3 years have been the prioritization from the admin team on campus culture and safety. The school partnered with CalFresh, EcoHero, Dairy Ag, Fresno Grizzlies, See2succeed, Big Smiles, to address the different learning needs of the students. One way to see the growth is in parent and student surveys. We have also seen students show up to school more. Our chronic absenteeism rates

dropped 18.2% and our current ADA is at 95% this school year. We are also seeing less behavior referrals and increases in academic engagement.

Challenges over the past 3 years include the consistency in our health department with our school nurse and health aide positions. These positions have been difficult to retain and affect our programs like See2succeed or Big Smiles. The timeliness of our health screenings has been affected due to the turnover rates as well. Field trips and school assemblies have also been proven to be more difficult in the amount of time and funds it takes to plan high quality experiences. Right now, all the responsibility falls on teachers for field trips and admin for assemblies. It would be helpful to have these planned out by grade level and calendared throughout the year so that the students have more access.

- Action 2: A success has been that there are more parent surveys sent out and a position that has been designated to create and send out these surveys. We've also received Community Schools Funding and have engaged parents in this community. We also always offer interpreter services and have begun interpreting (almost) all communication that goes home as well via flyers or ParentSquare.

Challenges: A challenge has been recruiting parents to these meetings. Most parents have expressed that they can take off work for bigger items their child needs like sports, awards assemblies, or parent teacher conferences, but find it hard to commit to a parent committee.

- Action 3: A Strength has been the consistency of communication through ParentSquare and that parents are able to translate our messaging to their native language. Another strength is that parents are given the dates of assemblies, Coffee with the Principal, and Community Schools at the beginning of the year, so they can make informed decisions on what they can attend.

Challenges: A continued challenge over the last 3 years is recruiting parents and finding the right time for them to come to these meetings. Parents are expressing it's difficult to take off work, but evening sessions are also hard because of childcare or it being around dinnertime for their family.

- Action 4: A designated position has been a huge success in keeping up compliant with state and local guidelines. We have also been found to be compliant in local check in and on all state reporting. The COO has a team of qualified custodians, nutrition staff, nurse staff, and maintenance to keep our school safe and clean. The school also received several bonds needs to improve our schools and facilities.

Challenges: A challenge has been the funding needed to continue to keep buildings, classrooms, play structures all up to date. Working with city permits and the contractors to do it in specific time frames has been difficult when students are on campus most of the school year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

For the 2024-25 LCAP, Goal 3 was revised to align to the school's shift to CA MTSS Framework, CA Community Schools Framework, to strengthen parent engagement, communication by establishing home-school connections. For Priority 3 – the metric that measures parent input

in decision-making was changed from questions #5-8 from the CDE's Local Indicators Priority 3 to questions #9-12 which provides a more accurate indicator for measuring the state priority.

Additionally, for the 2024-25 LCAP, Aspen Valley Preparatory Academy will continue to develop a one-year LCAP that includes "Target for Year 1 Outcome," under the section measuring and reporting results, rather than "Target for Year 3 Outcome," an allowable option for charter schools, as indicated in CDE's approved LCAP template instructions.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. "Effectiveness" means the degree to which the actions were successful in producing the desired result and "ineffectiveness" means that the actions did not produce any significant or desired result.

- In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
- When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Aspen Valley Preparatory Academy	Nicole Rivera, Site Director	nicole.rivera@aspenps.org (559) 225-7737

Plan Summary 2024-25

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Aspen Valley Preparatory Academy (AVPA) was established in 2004 to serve the community. Since then, the school has expanded and currently serves 347 students in grades TK-6 with student demographics that reflect the community – 70% Hispanic, 12% White, 11% African American, 3% Asian, 2% Two or More Races, 1% Pacific Islander, 14% English Learner (EL), 1% Foster Youth, 14% Homeless, 11% Students with Disabilities (SWD), and 77% Socioeconomically Disadvantaged (SED).

The ***mission*** of Aspen is to transform the community by developing exceptional leaders, and our vision leads to greater quality of life for all people in Fresno, regardless of race or economic status. Aspen is focused on the promise of equal educational opportunity for all children. With its college-preparatory focus, the Aspen approach is attaining academic gains throughout the network.

Aspen's approach to teaching and learning enables every student to succeed at the highest levels. This involves:

- Recruiting and developing successful teachers and school leaders who strategically use student data to drive instruction and leadership development.

- Creating a school culture where joy and belonging mark the student experience, with an emphasis on developing leadership that focuses students on college and their futures.

- Providing students with grade-level curriculum, a facilitated learning environment that demands more student cognitive lift, and intense intervention when they are struggling, so that every child has a path to success.

We envision a greater quality of life in Fresno where all families have access to opportunities and contribute to their communities.

Our community was severely impacted by the pandemic resulting in an increase in homelessness, transiency, high levels of childhood trauma, anxiety, and a lack of emotional regulation. For our young learners social distancing negatively affected learning and growth, and some experienced increased separation anxiety. The pandemic has also resulted in high rates of chronic absenteeism, despite ongoing communication with families on the importance of daily attendance. Families are still reluctant to send their child to school if they are experiencing minimal signs of illness.

Aspen Valley Preparatory Academy uses the nationally acclaimed Summit (Gradient) Learning Platform as our primary academic curriculum for sixth-grade students. Summit Learning is a comprehensive program that guides students in becoming their best selves, supports teachers in doing their best work, and helps communities make their vision for education a reality.

Aspen Valley Preparatory Academy is the recipient of the CA Community Schools Partnership Program Implementation Grant and has developed an LCAP that aligns to the CA Community School Framework and MTSS Framework. AVPA will continue to align and strengthen its MTSS, Community Schools, and PBIS Initiative with its Expanded learning Opportunities Program (ELOP) and the Universal transitional kindergarten program (UTK).

Aspen Valley Preparatory Academy is not eligible for Equity Multiplier Funds, however, is eligible for ATSI based on the school's performance on the 2022 and 2023 CA School Dashboard. Aspen Valley Preparatory Academy's 2024-25 LCAP was developed in consultation with its educational partners and adheres to the California Department of Education's (CDE) ATSI Planning Summary, as it applies to charter schools.

Aspen Valley Preparatory Academy has developed a one-year LCAP that will also serve as the School Plan for Student Achievement (SPSA), that meets the stakeholder engagement requirements outlined in CA EC 64001(j) and has met the following requirements CA EC 52062(a):

- Consultation with SELPA per CA EC 52062(a)(5)
- Parent Advisory Committee (PAC): CA EC 52062(a)(1)
- English Learner PAC: CA EC 52062(a)(2)
- Providing written response to each of the committees regarding their comments

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The following chart reflects Aspen Valley Preparatory Academy's performance on the 2023 CA School Dashboard by indicator and student group.

Student Group	English Learner Progress	Chronic Absenteeism	Suspension Rate	Graduation Rate	English Language Arts	Mathematics
All Students	N/A	Yellow	Orange	N/A	Orange	Orange
English Learners	--	Orange	Orange	N/A	--	--
Foster Youth	N/A	--	--	N/A	--	--
Homeless	N/A	--	--	N/A	--	--
Socioeconomically Disadvantaged	N/A	Yellow	Orange	N/A	Orange	Orange
Students with Disabilities	N/A	Orange	Yellow	N/A	--	--
African American	N/A	Orange	Orange	N/A	--	--
American Indian or Alaska Native	N/A	--	--	N/A	--	--
Asian	N/A	--	--	N/A	--	--
Filipino	N/A	--	--	N/A	--	--
Hispanic	N/A	Yellow	Orange	N/A	Orange	Orange
Native Hawaiian or Pacific Islander	N/A	--	--	N/A	N/A	N/A
White	N/A	Red	Orange	N/A	--	--
Two or More Races	N/A	--	--	N/A	--	--

Aspen Valley Preparatory Academy is eligible for ***Additional Targeted Support and Improvement (ATSI)*** resulting from the school's performance on the 2022 and 2023 CA School Dashboards for the White student group: Chronic Absenteeism Indicator

2022 CA School Dashboard:

- White Student Group: "Very High" Chronic Absenteeism

2023 CA School Dashboard:

- White Student Group: RED Performance Level Chronic absenteeism indicator

Aspen Valley Preparatory Academy's 2024-25 LCAP was developed in consultation with its educational partners and adheres to the California Department of Education's (CDE) ATSI Planning Summary, as it applies to charter schools.

Chronic Absenteeism Indicator: The White student group received a "Very high" status on the 2022 CA School Dashboard, and a RED performance level on the 2023 CA School Dashboard for the Chronic Absenteeism indicator resulting in eligibility for ATSI. (See Goal 1, Action 3). Our recent needs assessment and root cause analysis for chronic absenteeism revealed several key factors impacting student attendance.

1. Academic Anxiety: Data indicated that a significant number of students, particularly in math, expressed anxiety related to coursework or the classroom environment. We addressed this concern by developing targeted interventions through SST and IEP meetings, tailoring support to individual student needs.
2. Parental Engagement: The analysis identified a trend in parents' lack of understanding regarding our attendance policy. To bridge this gap, we implemented comprehensive parent education initiatives focusing on our attendance policy and state requirements. These efforts clarified expectations and fostered greater collaboration.
3. Transportation Barriers: Several of our high absenteeism rates stemmed from transportation challenges faced by some families. Leveraging the expertise of our Foster Homeless Liaison, we facilitated access to resources such as bus passes and gas cards for families in need.
4. Peer Conflict: Our analysis also revealed an association between peer conflict and increased absenteeism. We are actively addressing this concern by implementing restorative practices and strengthening our PBIS (Positive Behavioral Interventions and Supports) and Restorative Practice program.

These proactive measures aim to build a more positive and inclusive school climate and community, foster conflict resolution skills, and reduce peer-related absenteeism. We will ensure that our students have access to academic support and that transportation is not a barrier. As a result, AVPA will continue to implement the following to improve daily attendance, and further reduce chronic absenteeism rates.

1. The front office team will work with the school administration team to track unexcused absences and tardies each week (Fridays): Monitor unexcused absences and tardies. The roadmap highlights unexcused absences and tardies over 30 minutes.
2. The receptionist, registrar, and/or school administration team will initiate communication: We contact parents or guardians at each unexcused absence or tardy threshold (2, 5, and 7), via phone call and a truancy letter mailed home.
3. Student Success Team (SST) meeting: After reaching the second letter with five unexcused tardies over 30 minutes or absences, a Student Success Team (SST) meeting is required. The purpose of this meeting would be to develop a plan with the family to understand and address the chronic absenteeism.
4. Truancy letters and Student Attendance Review Team (SART) meeting: After reaching the third letter after seven unexcused tardies or absences following the SST meeting, a third truancy letter will be mailed home, and a referral to attend a meeting will occur. This meeting

will further allow families to discuss the obstacles they are facing. The team will then determine specific guidelines for the family to follow regarding the attendance of the student(s) to improve chronic absenteeism.
5. Implement PBIS Initiatives to encourage daily attendance.
6. Conduct Home Visits for disengaged students and unresponsive families to barriers to daily attendance and connect families to resources to re-engage the student.
7. Implement Quarterly Attendance Challenges to improve daily attendance, build community and strengthen school culture.

Using the Alliance for Resource Equity - 10 Dimensions of Education Resource Equity Tool, Aspen Valley Preparatory Academy identified the following ***resource inequities:***

- Positive & Inviting School Climate – AVPA will continue to implement PBIS, restorative practices and implement strategies to reduce suspension rates and reduce chronic absenteeism rates. (See Goal 1, Action 3)

- Student Supports & Intervention – we continue to provide tiered interventions and will continue to strengthen the delivery of instruction and tiered intervention. (See Goal 1, Action 2)

To address these resource inequities, AVPA will provide robust professional learning opportunities combined with Instructional Coaching to continue to strengthen these schoolwide initiatives to further build teacher capacity, and continuity.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not applicable

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Aspen Valley Preparatory Academy is not eligible for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not applicable.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not applicable.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

LCAP Public Hearing; LCAP Adoption; and approval of 2024-25 Budget took place on: 6/27/24

Educational Partner(s)	Process for Engagement
Administrators, Principals	**Monthly meetings (January 2024 – May 2024)** took place on the discussion of the 2024-25 LCAP Goals, Actions, metrics, and to analyze the 2023 Dashboard findings, eligibility for ATSI, specifically SWD student group (suspension rate), local data to measure program effectiveness, and to reflect/complete the 2023-24 LCAP Midyear update, LCAP survey analysis, professional development planning, with Aspen Public School (APS) Administration, the Site Director, and school's leadership team. Additional topics that were discussed: • Meet to review iReady data after every diagnostic test • Meet to review behavior and academic referrals • Meet to review academic grades for grade levels • Meet to review parent engagement • Meet to plan, review, and debrief Professional Development opportunities for teachers and feedback from their surveys • Meet to review the need for additional mental health support and SPED assessment support. Feedback from these meetings has identified the following: • Need for additional support with a FTE school psychologist to assist with assessment, behavior intervention plans, and preventative PBIS programs. • Need for more personnel support to help with math and reading intervention. • Need for more educational software programs to improve math fact fluency and fraction knowledge. • Need to enhance the quality and frequency of professional development of instructional aides to support with student intervention groups, particularly with Read Naturally and Leap Mathematics.
Teachers	**11/4/24:** A teacher survey was administered to gather their input on actions needed to achieve the new LCAP goals.

	Feedback from the survey has identified the following: • 22% of the staff members feel they require more resources, personnel, and professional learning to support students with behavioral problems. • 28% of the staff members feel they need more materials and training to effectively support student's social-emotional needs. **Weekly Friday Teacher Meetings (March – May 2024):** Discussion took place on revised LCAP goals, actions, metrics, ATSI eligibility, and program effectiveness. During these meetings teachers reviewed internal data - iReady, Leap Mathematics assessments, End-of-the-year CKLA assessment progress, and behavioral referrals. Feedback from these meetings has identified the following: • Teachers have expressed that instructional aides have been a great support for student achievement and have been utilized to help EL students and small instructional groups with remedial work. There is a need to continue staffing IAs. • Teachers requested more professional development sessions on supporting students with IEPs, EL status, and BIPs. • Teachers requested that instructional aides participate in professional development and coaching to support small groups and student behavior challenges. **4/8/24:** A teacher survey was administered to gather their feedback on new LCAP goals and initiatives. Feedback from the survey has identified the following: • 65% of teachers have witnessed racial comments or conflicts at one point or another at the school. • 40% of teachers feel that bullying has been an issue, and there has been a lack of response from students towards their peers and staff. • Need for more multicultural events and celebrations to help students learn and celebrate diversity. **4/17/24:** A teacher survey was administered to gather input for the new LCAP goals and actions & ATSI eligibility. Feedback from the survey has identified the following: • Teachers shared that PBIS has been a great tool to help student behavior and improve school climate and culture. They requested that all staff participate in PBIS training to ensure fidelity with implementation.

	• Need for additional math intervention and support to address student learning gaps exacerbated by the pandemic. • There is a need to strengthen daily student attendance and reinforce the attendance policy and communicate it with students, staff, and parents. • Would like to continue with instructional aides who have been instrumental in supporting student achievement. • For goal #2, teacher requested additional professional learning to support students with IEPs, 504s, and who are on behavior intervention plans. • Teachers also shared that they'd like to see more support with our foster/homeless population and parents to be educated on community partnerships.
Other School Personnel	**11/14/23:** Input regarding student achievement and social-emotional growth was collected through a survey from staff. Feedback from the survey has identified the following: • 78% of support staff feel they can manage behavior problems, with 22% requesting coaching and training • 90% of the staff feel that the school counseling services provide students with additional help they need to address their social or emotional, behavioral problems, and mental health needs. There is a however a need to add a full-time counselor **4/8/24:** A staff survey was administered to gather input on the revised 2024-25 LCAP goals, actions, eligibility for ATSI, schoolwide initiatives and identify needs for 2024-25 school year. Feedback from the survey has identified the following: • 32% of staff surveyed feel that the school needs additional interventions for struggling students. • 85% of staff feel that the current curriculum is rigorous and prepares students for high school, college, and their careers. • 98% of staff feel safe on campus because of the positive climate, culture, and school safety officers. • There is a need for an additional school psychologist to address the behavioral and mental health needs of our students.
Students	**4/28/24:** Administered a student survey to measure school climate, student connectedness and belonging, and solicit input for the 2024-25 LCAP. Feedback from the survey has identified the following:

	• 91% of students feel that their teachers care for them and that they have all the materials they need to learn. • 80% of students feel that they belong and feel included. • Students expressed a need for a Black Student Union club to celebrate diversity. 58% of students say they would like their campus to be cleaner and that facilities to be better.
Parent Advisory Committee (PAC)	**3/20/24:** Meeting with PAC, discussion took place on the 2023-24 LCAP Midyear Update: Goals, Actions, metrics, including assessing actions for effectiveness, and eligibility for ATSI (White Student group: Chronic Absenteeism; and the 2023 CA School Dashboard. Feedback provided: • Need for opportunities to celebrate the diversity of our school. • Requested the addition of more clubs, and multicultural events, and stated they appreciate the increase in diversity amongst staff. • Need to strengthen the EL program • Parents requested a graduation ceremony for ELs who reclassify. • Parents requested a workshop to understand state mandated assessment results. **4/24/24:** Meeting with PAC to solicit input on the 2024-25 LCAP Goals, actions, metrics, ATSI eligibility, and 2023 Dashboard. Feedback provided: • Need for Increased access to computer time: Parents believe additional computer time would be beneficial for student learning. • More opportunities for independent reading with teachers: One suggestion from parents was to provide more one-on-one time for students to read independently with teachers. • Implementation of dual language classes: Parents expressed interest in seeing dual language classes offered as a program. • Need to address chronic absenteeism rates, develop strategies to improve daily attendance. **5/31/24:** The 2024-25 LCAP was presented to the Parent Advisory Committee for discussion, review and approval. • Parents requested reading intervention (tutoring to be offered for 3rd grade students. Principal clarified that tutoring is provided to all grade levels K-6 during the school day and afterschool, as outlined in Goal 1, Action 2).

	• Parents requested Math and reading support via the afterschool program. Principal clarified that tutoring support is available afterschool for reading and math. The school will continue to communicate this service using multiple methods of communication outlined in Goal 3, Action 3. • Parents expressed strong support for the School Resource Officers (SRO) valuing the safety and positive impact they provide. (Goal 3, action 1) • The PAC approved the 2024-25 LCAP for submission to the APS Governing Board.
ELAC, DELAC & EL-PAC	**3/20/24** Meeting with ELAC, discussion took place on the 2023-24 LCAP Midyear Update: Goals, Actions, metrics, including assessing actions for effectiveness, and eligibility for ATSI (White Student group: Chronic Absenteeism; and the 2023 CA School Dashboard. Feedback provided: • Need to strengthen the EL program to support language acquisition needs. • Parents requested a graduation ceremony for ELs who reclassify. • Parents requested a workshop to understand summative ELPAC results. **4/24/24** Meeting with ELAC to solicit input on the 2024-25 LCAP Goals, actions, metrics, ATSI eligibility, and 2023 Dashboard. Feedback provided: • Need for Increased access to computer time: Parents believe additional computer time would be beneficial for student learning. • More opportunities for independent reading with teachers: One suggestion from parents was to provide more one-on-one time for students to read independently with teachers. • Implementation of dual language classes: Parents expressed interest in seeing dual language classes offered as a program. Aspen Valley Preparatory Academy does not meet the eligibility requirements to form an English Learner Parent Advisory Committee. CA EC 52062(a)(1)
Parents including those representing Unduplicated Pupils	**4/8/24**: A parent survey was administered to solicit input on school safety, sense of belonging, instructional environment, and discipline policies. Feedback from the survey has identified the following: • 90% agreed the school provided an emotionally safe and welcoming instructional environment • 85% favorable relationships between staff and students

	• Area for growth: 75% agreed need to strengthen discipline practices • 78% Sense of safety • School neighborhood increased campus safety officers. • Concerned with the school rules being applied fairly to all students. Students with 504s and foster youth families expressed the most concern. This will be addressed with the MTSS action steps. **4/17/24**: A parent survey was administered to solicit input on the 2024-25 LCAP goals and actions, ATSI eligibility (Chronic absenteeism – White), and the 2023 CA School Dashboard. Feedback from the survey has identified the following: • Requested more field trips, student leadership clubs • Identified the need for academic tutoring during and after school. • Requested Music course/program. • Identified the need to address student behavior challenges through counseling, and mental health services. • Need to strengthen the EL program • Need to connect low-income parents with community partnerships and hire a parent liaison. • Need for additional bilingual staff • Need to expand designated ELD instructional time. **4/26/24:** A parent meeting led by the Site Director was held to review and discuss the proposed 2024-25 LCAP goals, actions and ATSI eligibility. Feedback provided: • Revise LCAP Goals. Need for the Community Schools Coordinator to educate parents on the CA Community Schools Framework; and the 4 Pillars of Community Schools and how it aligns to the school's MTSS. • Parents would like to participate in professional learning opportunities for the leadership program.
SELPA Administrator	Student Services Officer attends El Dorado County Charter SELPA's Professional Learning Network Virtual **Meetings: 9/27/23, 11/1/23, 2/21/24, 4/10/24, 5/22/24**. These meetings provided guidance from SELPA on CDE monitoring requirements, legal updates, upcoming professional learning training opportunities, federal and state news, and resources for SPED programming.

	Date: 4/25/24 EP: SELPA Administrator (El Dorado Charter SELPA) Topics discussed: SPED Department, identified needs of SWD; and LCAP Goal 1, Action 4 (SWD); 2023 Dashboard; and eligibility for ATSI – Suspension Rate Indicator for SWD. Feedback provided by Educational Partner: • Reviewed LCAP Goal 1, Action 4 – recommended adding a Teacher Academy, Education Specialist PLC; and School Psychologist PLC to address communication, chronic absenteeism and supporting student behavior. These recommendations were added to Goal 1, Action 4.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The development of the LCAP was influenced by the feedback provided by our educational partners in the following LCAP Goals and actions:

- Goal 1, Action 2: Intervention Teacher, Instructional Aides and tutors to provide academic (ELA and Math) support; afterschool tutoring – ELOP, and online learning (intervention) platforms.

- Goal 1, Action 3: PBIS implementation, addressing behavior challenges, SEL curriculum adoption (Leader In Me); Counseling services, partnership with All4youth for counseling and behavior interventionist, and Family Resource Counselor (Homeless & Foster Youth Liaison).

- Goal 1, Action 4: Education Specialist PLC, School Psychologist PLC, addition of a Teacher Academy: SWD

- Goal 1, Action 5: Strengthening EL Program, tutoring, EL support with Language acquisition; and providing professional development for teachers to improve delivery of dELD to support English Learners with language acquisition.

- Goal 1, Action 6: Music Program

- Goal 2, Action 2: Professional development & Instructional Coaching for teachers to support SWD, EL, struggling learners, and addressing student behavior challenges, and de-escalation techniques. Professional learning opportunities for Instructional Aides to support the learning needs of students and addressing behavior challenges.

- Goal 2, Action 4: Technology devices

- Goal 3, Action 1: Field trips, schoolwide events on diversity and inclusion, leadership clubs, and school safety (SRO).

- Goal 3, Action 2: Parent decision-making (leadership) opportunities

- Goal 3, Action 3: Parent workshops, resources for families, ELPAC workshop

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Using a whole child approach continue to strengthen schoolwide MTSS and PBIS in alignment with the CA Community Schools Framework, and the 4 Pillars of Community Schools to address the academic, social-emotional, behavioral, and mental health needs of our students to improve student mastery in ELA and Mathematics.	Broad

State Priorities addressed by this goal.

Priority 4: Student Achievement

Priority 5: Student Engagement

Priority 6: School Climate

Priority 7: Course Access

Priority 8: Pupil Outcomes

An explanation of why the LEA has developed this goal.

As a school eligible for ATSI, there is a need to strengthen systems and protocols schoolwide in alignment with the MTSS Framework, and the CA Community Schools Framework, to ensure universal screeners are used to identify student needs whether academic, social-emotional, behavioral, and/or mental health needs and to measure the effectiveness of programs. In addition, there is an urgent need to fully implement, train and coach all staff on Leader in Me, PBIS, alternatives to suspension and trauma informed practices to effectively address student behavioral challenges, and improve school climate, student engagement, and school safety. There is also a need to improve communication with educational partners (staff, parents, students) on the behavior policy and attendance policy and ensure systems are in place to ensure implementation of policies and practices, and hold all adults accountable, to improve student outcomes.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 1 Outcome	Current Difference from Baseline
1	CAASPP ELA Assessment: Distance from Standard (DFS) Source: CAASPP website	**2022-23 ELA CAASPP** **Student Group** / **DFS** All Students / -25.6 Hispanic / -35.1 SED / -35.6			**2023-24 ELA CAASPP** **Student Group** / **DFS** All Students / -23 Hispanic / -33 SED / -33	
2	CAASPP Math Assessment: Distance from Standard (DFS) Source: CAASPP website	**2022-23 Math CAASPP** **Student Group** / **DFS** All Students / -41 Hispanic / -41.7 SED / -52.8			**2023-24 Math CAASPP** **Student Group** / **DFS** All Students / -39 Hispanic / -39 SED / -49	
3	% Proficient CAST Source: CAASPP website	**2022-23 CAST % Proficient** **Student Group** / **%** All Students / 28.58% Hispanic / 22.58% SED / 20.52%			**2023-24 CAST % Proficient** **Student Group** / **%** All Students / 30.0% Hispanic / 24.5% SED / 22.5%	
4	% EL who made progress towards English Language Proficiency Source: ELPI – CA School Dashboard	33.3% Source: 2023 Dashboard			2023-24: 24.35% Source: 2024 Dashboard	
5	% students English Language Proficiency for Summative ELPAC	2022-23: 7.32%			2023-24: 10%	

<table>
<tr><td></td><td>Source: ELPAC website</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>6</td><td>Reclassification Rate
Source: Dataquest</td><td>2022-23: 8.5%</td><td></td><td></td><td>2023-24: 16%</td><td></td></tr>
<tr><td>7</td><td>Attendance Rate
Source: CALPADS</td><td>2022-23: 95.4%</td><td></td><td></td><td>2023-24: >95%</td><td></td></tr>
<tr><td>8</td><td>Chronic Absenteeism Rates
Source: CA School Dashboard</td><td><table><tr><th colspan="2">2022-23: Chronic Absenteeism</th></tr><tr><th>Student Group</th><th>Rate</th></tr><tr><td>All Students</td><td>31.9%</td></tr><tr><td>African American</td><td>29.7%</td></tr><tr><td>Hispanic</td><td>31.8%</td></tr><tr><td>White</td><td>31.7%</td></tr><tr><td>EL</td><td>31.9%</td></tr><tr><td>SED</td><td>35.4%</td></tr><tr><td>SWD</td><td>47.7%</td></tr></table></td><td></td><td></td><td><table><tr><th colspan="2">2023-24: Chronic Absenteeism</th></tr><tr><th>Student Group</th><th>Rate</th></tr><tr><td>All Students</td><td>26%</td></tr><tr><td>African American</td><td>25%</td></tr><tr><td>Hispanic</td><td>26%</td></tr><tr><td>White</td><td>26%</td></tr><tr><td>EL</td><td>26%</td></tr><tr><td>SED</td><td>30%</td></tr><tr><td>SWD</td><td>42%</td></tr></table></td><td></td></tr>
<tr><td>9</td><td>Suspension Rate
Source: CA School Dashboard</td><td><table><tr><th colspan="2">2022-23: Suspension</th></tr><tr><th>Student Group</th><th>Rate</th></tr><tr><td>All Students</td><td>3.9%</td></tr><tr><td>African American</td><td>5.0%</td></tr><tr><td>Hispanic</td><td>2.4%</td></tr><tr><td>White</td><td>4.8%</td></tr><tr><td>EL</td><td>2.0%</td></tr><tr><td>SED</td><td>4.7%</td></tr><tr><td>SWD</td><td>2.2%</td></tr></table></td><td></td><td></td><td><table><tr><th colspan="2">2023-24: Suspension</th></tr><tr><th>Student Group</th><th>Rate</th></tr><tr><td>All Students</td><td>10%</td></tr><tr><td>African American</td><td>13%</td></tr><tr><td>Hispanic</td><td>9%</td></tr><tr><td>White</td><td>14%</td></tr><tr><td>EL</td><td>10%</td></tr><tr><td>SED</td><td>10%</td></tr><tr><td>SWD</td><td>15%</td></tr></table></td><td></td></tr>
<tr><td>10</td><td>Expulsion Rate
Source: Dataquest</td><td>2022-23: 0%</td><td></td><td></td><td>2023-24: 0%</td><td></td></tr>
<tr><td>11</td><td>% students participating in enrichment.
Source: Master Schedule</td><td>2023-24: 100%</td><td></td><td></td><td>2024-25: 100%</td><td></td></tr>
</table>

	CALPADS					
12	% students participating in all 5 Components of the Physical Fitness Test (PFT): Grade 5 Source: SARC	2022-23: 98%			2023-24: 100%	

Note: Aspen Valley Preparatory Academy currently serves grades TK-6, therefore the following CDE LCAP required metrics do not apply:

- Priority 4:
  - % of pupils who complete courses that satisfy UC A-G
  - % of pupils who complete CTE course from approved pathways
  - % of pupils who have completed both A-G & CTE
  - % of pupils who pass AP exams with a score of 3 or higher.
  - % of pupils prepared for college by the EAP (gr 11 SBAC)
- Priority 5:
  - Middle School dropout rate
  - High School dropout rate
  - High School graduation rates

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not applicable.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1	**ASSESSMENTS OF LEARNING**	To establish baseline, identify learning gaps, monitor student progress and develop annual growth targets, inform instruction, the following assessments will be administered and utilized as part of the MTSS process: • iReady Reading & Math: Grades K-6 (3 times/year) • Leap Mathematics • Core Knowledge: ELA EOY • Gradient Learning assessments: Gr 6 • State-mandated assessments: CAASPP, ELPAC, CAST, PFT. The State Board of Education (SBE) has approved Curriculum Associates iReady Assessments as a verified data source. iReady is a comprehensive assessment and instruction program that empowers educators with the resources they need to help all students succeed. By connecting Diagnostic data and Personalized Instruction, iReady reduces complexity, saves educators time, and makes differentiated instruction achievable in every classroom for each student. iReady provides user-friendly dashboards and reports with actionable data that provides teachers with a	$20.194	N

		foundational understanding of each student's strengths and areas of need. iReady's online lessons provide tailored instruction and practice for each student to accelerate growth.		
2	**MTSS: ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING**	As evidence in the 2023 CA School Dashboard student performance declined for the ELA and math Academic Indicators. A needs assessment was conducted to identify areas of strength and growth. This school year, the focus was providing all teachers with training on phonics and phonemic awareness to strengthen foundational skills. For 2024-25, the shift will be to strengthen vocabulary and reading comprehension skills. For math we identified that students lacked foundational skills in math facts and fluency, and implemented Reflex and Frax intervention, interactive online math solution. Reflex focuses on math facts problem; and Frax focuses on fractions, helping students build confidence with their math skills. AVPA will continue to utilize Reflex and Frax; and in partnership with the Eurgubian Center, will provide math tutors to also focus on Number sense, for our struggling learners in the classroom during the instructional day and afterschool. AVPA will continue to strengthen MTSS to identify students with learning gaps for tiered intervention, using local and state mandated assessments in ELA/Reading and mathematics. Classroom teachers will implement Tier 1.5 intervention using various remedial instructional materials, including iReady Teacher Toolbox Intervention, a resource of tools to support struggling learners in reading and mathematics, while challenging high performing students performing above grade level. Under the supervision of the classroom teacher, Instructional aides will provide individual high dose tutoring and/or small group instruction during ELA and Math. Instructional Aides will receive coaching on evidence-based pedagogical strategies to provide intervention; and on addressing student behavior challenges, led by the PBIS team, to ensure behavior expectations are adhered to. The Intervention Coordinator (credentialed) will provide Tier 2 intervention for students in grades 2-6, reading two or more years below grade level as identified by the iReady reading assessment, and provide	$1,080,362	Y

		coaching for teachers and Instructional Aides on evidence-based reading strategies for struggling readers. In addition, will provide push-in support in grades TK-2, to support skills in CKLA Planning and Implementation, and help students learn how to decode and basic reading skills. To further accelerate learning, students will have access to AIMS reading intervention program during the intervention block. AIMS reading is tailored to a student's reading gaps, using iReady diagnostic assessment results. The Intervention block will take place, four times per week during the instructional day, in 8-week cycles, where teachers and the leadership will assess each student's progress and identify next steps. Students will also have access to tutoring offered afterschool, intersession and summer programming through the Expanded Learning Opportunities Program (ELOP). Struggling learners will be strongly encouraged to participate in academic support offered during ELOP, and teachers will communicate this offering with families, to improve student academic outcomes. Our students will also have access to tutoring from the Reading Excellence Center.		
3	**MTSS: ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS**	The White student group received a "Very high" status on the 2022 CA School Dashboard, and a RED performance level on the 2023 CA School Dashboard for the Chronic Absenteeism indicator resulting in eligibility for ATSI. Our recent needs assessment and root cause analysis for chronic absenteeism revealed several key factors impacting student attendance. 1. **Academic Anxiety:** Data indicated that a significant number of students, particularly in math, expressed anxiety related to coursework or the classroom environment. We addressed this concern by developing targeted interventions through SST and IEP meetings, tailoring support to individual student needs. 2. **Parental Engagement:** The analysis identified a trend in parents' lack of understanding regarding our attendance policy. To bridge this gap, we implemented comprehensive parent education initiatives focusing on our attendance policy and state requirements. These efforts clarified expectations and fostered greater collaboration.	$321,278	Y

3. **Transportation Barriers:** Several of our high absenteeism rates stemmed from transportation challenges faced by some families. Leveraging the expertise of our Foster Homeless Liaison, we facilitated access to resources such as bus passes and gas cards for families in need.
4. **Peer Conflict:** Our analysis also revealed an association between peer conflict and increased absenteeism. We are actively addressing this concern by implementing restorative practices and strengthening our PBIS (Positive Behavioral Interventions and Supports) and Restorative Practice program.

These proactive measures aim to build a more positive and inclusive school climate and community, foster conflict resolution skills, and reduce peer-related absenteeism. We will ensure that our students have access to academic support and that transportation is not a barrier. As a result, AVPA will continue to implement the following to improve daily attendance, and further reduce chronic absenteeism rates.

1. The front office team will work with the school administration team to track unexcused absences and tardies each week (Fridays): Monitor unexcused absences and tardies. The roadmap highlights unexcused absences and tardies over 30 minutes.
2. The receptionist, registrar, and/or school administration team will initiate communication: We contact parents or guardians at each unexcused absence or tardy threshold (2, 5, and 7), via phone call and a truancy letter mailed home.
3. Student Success Team (SST) meeting: After reaching the second letter with five unexcused tardies over 30 minutes or absences, a Student Success Team (SST) meeting is required. The purpose of this meeting would be to develop a plan with the family to understand and address the chronic absenteeism.
4. Truancy letters and Student Attendance Review Team (SART) meeting: After reaching the third letter after seven unexcused tardies or absences following the SST meeting, a third truancy letter will be mailed home, and a referral to attend a meeting will occur. This meeting will further allow families to discuss the obstacles they are facing. The team will then determine specific guidelines for the

		family to follow regarding the attendance of the student(s) to improve chronic absenteeism. 5. Implement PBIS Initiatives to encourage daily attendance. 6. Conduct Home Visits for disengaged students and unresponsive families to barriers to daily attendance and connect families to resources to re-engage the student. 7. Implement Quarterly Attendance Challenges to improve daily attendance, build community and strengthen school culture. Aspen Valley Preparatory Academy is committed to providing social-emotional and behavioral services to support the mental health needs of our students. SEL Counseling services will be provided for students, including grief and small group counseling. Through our partnership with All for Youth, students will also have access to a Therapist and Behavior Interventionist. Teachers will begin to implement Leader in Me SEL curriculum in combination with PBIS, Eagle Bucks (PBIS rewards), and restorative practices schoolwide. The PBIS team led by the Assistant Site Director will participate in the local PBIS Cohort, Community of Practice. The Assistant Site Director will facilitate and lead professional learning/training for teachers on behavior challenges, de-escalation techniques, meet with students who were issued referrals. Feedback from teachers, parents, and the Community School Advisory Committee indicated the need for additional support in academics and social-emotional learning. The Leader in Me program directly addresses these concerns by equipping students with the skills necessary to become successful learners and well-rounded individuals. AVPA will adopt, train all staff and implement Covey's Leader in Me program in combination with PBIS. Leader in Me will help build leadership and life skills in students and staff, create a high-trust culture and accelerate academic achievement. Through the 7 Habits framework, Leader in Me fosters self-leadership, goal setting, and problem-solving abilities in students. These skills directly translate into improved academic		

		performance (MTSS Action 2) and social-emotional well-being (MTSS Action 3). The Family Resource Counselor (FRC), who also serves as the Homeless and Foster Youth Liaison, will maintain a consistent schedule of home visits and family meetings. This proactive approach aims to address any challenges faced by students and their families, promoting daily attendance and overall well-being. The FRC's strategy directly supports students' physical and social-emotional needs. This is achieved by providing essential resources such as bus passes, gas cards, and food, clothing, and school supplies. In the 2023-2024 academic year, the FRC successfully provided these resources to 18 students. For the upcoming year (2024-2025), the program aims to expand its reach and serve a greater number of foster and homeless students.		
4	**SERVICES TO SUPPORT SWD**	Aspen Valley Preparatory Academy's special education program design is an inclusion model. The percentage of students with disabilities is 11%. Our special education staff works collaboratively with general education staff to provide support and training for implementing accommodations or modifications in the general education classroom. Education Specialists collaborate with general education teachers to implement best practices for students with disabilities to access the curriculum both through collaboration and push-in support. Special education staff participate in training provided by our SELPA. SELPA's Professional Learning Offerings: https://charterselpa.org/professional-learning-catalog • Executive Functioning • Verbal De-escalation Training • Mental Health Interventions - focus on anxiety, stress & trauma • Autism Training • CPI certification • Trauma-informed practices • Universal Design for Learning	$488,864	N

AVPA completed the CDE's Special Education Monitoring Processes Small LEA Cycle A Monitoring. There were no findings or corrections for Aspen Valley.

A review of Aspen Valley's dashboard indicated that Students with Disabilities student group will need to be closely monitored for Chronic Absenteeism in 2024-2025. After conducting a root cause analysis, students were missing school due to mental health concerns as well as families needed more support with routines for sleep. Aspen Valley will continue to implement the following to improve daily attendance further and reduce chronic absenteeism rates.

- Case managers will hold IEP meetings to address attendance issues and discuss needs
- "School Attendance Review Team ("SART") Case manager will participate in these meetings
- Home visits will be conducted by SPED staff once the student is considered "Habitual Truant"
- SPED PLCs will address topics such as communication, absenteeism, and supporting student behavior.

AVPA's percentage of students who are English learners with disabilities is 17%. To support students who are both Special Education (SPED) and English Learners (EL), the following strategies will be implemented:

Collaborative teaching models will be utilized, where both the special education teacher and the general education teachers work together to plan and deliver instruction. Instructional materials and activities will be differentiated to meet the diverse needs of SPED-EL students. This may include providing modified assignments, offering additional explanations or examples, and adjusting the pace of instruction to accommodate varying levels of language proficiency and academic ability.

Teachers and special education staff will receive ongoing professional development focused on best practices for supporting SPED-EL students. Training will include strategies for differentiating instruction, effective collaboration between special education and ESL teachers, and culturally responsive teaching practices.

5	**STRENGTHENING EL PROGRAM & SERVICES**	Aspen Valley Preparatory Academy will implement the following services to support and improve EL language acquisition needs: • Implement CKLA Language Studio for designated ELD for Grades TK-5; and Cengage for grade 6. • ELs will be prioritized for academic tutoring, offered afterschool, during intersession and summer programming via ELOP. • Bilingual Instructional Aides will provide small group instruction to support the language acquisition needs of ELs. • Implement Grade level PLCs to address: o Explicit Vocabulary Delivery o Utilizing multiple modalities o ELD Standards o Integration of ELD into core subjects such as Math, ELA, Science, and social studies o Use of Visuals and Manipulatives o SADIE strategies • Quarterly teacher/administrator collaboration to review and monitor progress on internal benchmarks • Parent Education on ELD initiatives and ELPAC assessments To continue to improve the delivery of designated and integrated ELD, including evidence-based pedagogical strategies to support English language acquisition, all teachers will participate in professional development specific to the needs of our ELs. Professional development will support the successful implementation ELD, targeted instruction, evidence-based strategies for EL and progress monitoring of English language learners to improve English language proficiency and reclassification rates. Additionally, professional development will include evidence-based strategies to support reclassification of ELs academically. To enhance their ability to support English learners (ELs), all teachers will engage in the following professional development opportunities designed to address specific language and learning needs of this student population:	$6,000	N

		• Developing a comprehensive understanding of the Core Knowledge Language Studio curriculum • Utilizing manipulatives to facilitate student language acquisition • Gaining a thorough understanding of ELD standards • Implementing differentiation and scaffolding strategies specifically tailored to EL learners • Deepening understanding of the ELPAC assessment and its connection to EL student instruction • Establishing effective communication practices with families of EL students • Differentiating instruction to cater to the diverse needs of EL students across various proficiency bands.		
6	**BROAD COURSE OF STUDY**	Aspen Valley Preparatory Academy will provide all students with a broad course of study beyond core subjects (ELA, Math, Science, Social Studies, & PE) that include Art and Music instruction. Extensive research has concluded that music assists students in elementary in learning all subjects by allowing them to critically think, about how society works and how different subjects connect to one another. Music also allows students to remember lessons and retain knowledge and concepts taught. Music instruction also improves children's communication skills, attention, and memory, all of which are critical to closing achievement gaps and learning gaps. Music provides an alternate strategy for support.	$158,234	N

Goal

Goal #	Description	Type of Goal
2	Continue to provide evidence-based professional learning opportunities for all educators, instructional support staff and administrators to build capacity, support teacher retention, to address the diverse learning needs of our students, and improve student academic outcomes.	Broad

State Priorities addressed by this goal.

Priority 1: Basic

Priority 2: Implementation of the State Standards

An explanation of why the LEA has developed this goal.

With teacher and staff turnover, post-pandemic, there is a need to support all teachers to strengthen implementation of Tiered supports, differentiation, address EL/LtEL language acquisition needs (reading, writing, speaking, and listening) to address the diverse learning needs, and gaps of our students. There is also a need for general education teachers to collaborate with Special Education educators implementing Universal Design for Learning (UDL), ensure appropriate accommodations and modifications are implemented to provide equitable and differentiated lessons that will increase student engagement and improve student learning. Teachers also need additional training on the ELD standards to strengthen designated ELD instruction to support the language acquisition needs of ELs, to increase English Language proficiency, resulting in higher reclassification rates, and an improvement on the ELPI (Dashboard). With the new adoption of Leader In Me schoolwide, and Summit (Gradient) learning for grade 6, there is a need to ensure coaching, observation and feedback cycles take place regularly to ensure fidelity to program implementation, improve student outcomes, engagement, school climate, and support teacher retention.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 1 Outcome	Current Difference from Baseline
13	% teachers – fully credentialed & appropriately assigned. Source: CDE TAMO	2021-22: 82.4%			2022-23: 72.8%	

14	% students with access to standards-aligned materials. Source: Textbook Inventory/classroom observations	2023-24: 100%			2024-25: 100%	
15	Implementation of the State Academic content & performance standards for all students & enable ELs access. Rating Scale: 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability Source: Priority 2 Self Reflection Tool - Local Indicator CA School Dashboard)	2023-24 ELA: 5 ELD: 4 Math: 5 Social Science: 3 Science: 3 CTE: NA Health: 3 PE: 5 VAPA: 4 World Language: N/A			2024-25: ELA: 5 ELD: 4 Math: 5 Social Science: 4 Science: 4 CTE: NA Health: 3 PE: 5 VAPA: 4 World Language: N/A	

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not applicable.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1	**ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM**	Aspen Valley Preparatory Academy will employ a Site Director and 16 credentialed teachers to serve grades TK-6 and provide all students with a broad course of study, including English Language Arts, Mathematics, Science, Social Studies, and Physical Education. In addition, an onsite substitute teacher(s) will be employed to maintain continuity of instruction for all students and avoid disruptions in learning. AVPA's educators will participate in nine days of Summer Professional Learning; 4 non-instructional days and weekly professional development/ PLCs embedded in the school year.	$1,535,009	N
2	**PROFESSIONAL LEARNING**	Aspen Valley Preparatory Academy will provide all educators (General Education & SPED) with a robust evidence-based professional development that includes nine days of Summer Professional Learning: 4	$179,162	Y

		non-instructional days and weekly professional development during the school year. All teachers will receive instructional coaching from the ELA and Math Instructional Coaches, and 6th grade teachers will receive coaching from the Summit Director, including training on the Summit Gradient Learning new curriculum adoption. Education Partners will continue to provide coaching, observation and feedback cycles for ELA instruction for teachers in grades K-5. Based on an analysis of students and educator needs including feedback from our educational partners, professional learning will focus on the following key areas: • PBIS: SEL, Trauma Informed Practices (TIPs), restorative practices, and community circles • MTSS Referral, process & flow chart • Leader In Me SEL Implementation • Equitable outcomes and behavior approach: Fair Schools • iReady Coaching: Data analysis and application • Implementing Tier 1 and 2 Intervention • Core Knowledge; CKLA Coaching • Leap Math; Math Coaching • Amplify Science • Gradient Learning- Math/Science, ELA/History- 6th grade • Health & Safety • Designated/Integrated ELD, strategies to support ELs • SWD: Universal Design for Learning (UDL) Tier 1 • SWD: Accommodations & Modifications: Inclusion Model The Administrative & Leadership Team will participate in additional professional learning through workshops, conferences, throughout the year including strategic planning and core competencies, and Leadership Coaching.		

		To support teacher effectiveness and credential clearance, AVPA will fund teacher induction expenses and participate in the Marshall Residency Program, a teacher pipeline – to fill teaching positions.		
3	**CORE CURRICULAR PROGRAM NEEDS**	Aspen Valley Preparatory Academy will ensure that all students have access to standards-aligned curriculum and instructional materials. Annual purchases will be made as needed.	$77,300	N
4	**CLOSING THE DIGITAL DIVIDE**	Aspen Valley Preparatory Academy will ensure all students have a technology device to access instructional & curricular materials. The IT Team will provide technical support, ensure schoolwide internet connectivity, accessibility, and availability of technology devices for staff and students, and access to Microsoft Teams for virtual meetings.	$109,698	N

Goal

Goal #	Description	Type of Goal
3	Continue to partner with parents to cultivate a consistent home-to-school relationship, providing multiple opportunities for engagement and input in decision-making in schoolwide program and initiatives. Engage families and students through the implementation of effective strategies that promote a positive school climate, and school safety through ongoing communication.	Broad

State Priorities addressed by this goal.

Priority 1: Basic

Priority 3: Parental Involvement & Family Engagement

Priority 6: School Climate

An explanation of why the LEA has developed this goal.

Critical to success of our students is ensuring parents feel welcomed and connected to our school as partners. There is a need to further connect with families to improve student outcomes, improve daily attendance, and educate families on the impact the pandemic has had on student learning, socialization, and self-regulation. There is a need to continue improving school climate through restorative practices, alternatives to suspension, and implement attendance and behavior policies with fidelity. There is a need to communicate and partner with families on an ongoing basis and engage them in their child's education to improve student outcomes. The Community Schools Coordinator will continue to increase parent engagement and communication to support student outcomes.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 1 Outcome	Current Difference from Baseline
16	Facility Inspection Tool (FIT) Report Source: SARC	2023-24: Exemplary			2024-25: Good	
17	Parent input in decision-making for UP & SWD. (Questions 9-12)	2023-24: 9. 3 10.3 11.4			2024-25: 9. 4 10.4 11.4	

	Rating Scale: 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability Source: Score - CDE Priority 3 Self-reflection tool.	12.4			12.4	
18	Parent participation in programs for UP & SWD. (Questions 1-4) Rating Scale: 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability Source: Score - CDE Priority 3 Self-reflection tool	2023-24: 1. 4 2. 5 3. 4 4. 5			2024-25: 1. 4 2. 5 3. 5 4. 5	
19	Other Local Measure - Student Survey: Sense of safety & school connectedness Source: Local	2023-24: 82% Sense of Safety 80% School connectedness			2024-25: 85% Sense of Safety 85% School connectedness	

20	Other Local Measure - Parent Survey: Sense of safety & school connectedness. Source: Local	2023-24: 88% Sense of Safety 90% School connectedness			2024-25: >90% Sense of Safety >90% School connectedness	
21	Other Local Measure - Staff Survey: Sense of safety & school connectedness Source: Local	2023-24: 90% Sense of Safety 85% School connectedness			2024-25: >90% Sense of Safety 87% School connectedness	

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not applicable.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1	**PROMOTING A POSITIVE SCHOOL CLIMATE HEALTH & SAFETY**	Aspen Valley Preparatory Academy will provide all students with opportunities to engage in outdoor learning opportunities through field trips and expanded learning opportunities to enhance learning, deepen student engagement and motivation. AVPA will continue to provide a School Nurse and Health Aides, as requested by our educational partners. Through our partnership with Big Smiles students will have access to onsite dental care, and vision services through our partnership with See2Succeed. The School Safety Plan will be reviewed and revised and communicated to our educational partners: staff, students and families. The School Resource Officer (SRO) will lead schoolwide safety training, drills, lock-down, fire drill procedures, provide security, and supervision in alignment with our school-wide PBIS practices. To further monitor and ensure safety for students and staff, visitors will be required to check-in using our online visitor security program. There is a correlation between a positive school environment, physical and emotional safety, and a student's well-being. To increase student engagement, AVPA must ensure a positive and welcoming school environment that will include: • Assemblies: recognizing student growth • Multi-cultural events, celebrations of diversity • School Ambassadors: is an extra-curricular group of student leaders that design, develop, and implement schoolwide initiatives to promote a safe and positive learning environment for all students. • Administer Student, staff & parent survey	$275,686	Y

		• Student clubs to promote diversity and inclusion		
2	**PARENT INPUT IN DECISION-MAKING**	At Aspen Valley Preparatory Academy parent input in decision-making will take place through the following committees (that includes parents representing Unduplicated Pupils (UP) and Students with Disabilities (SWD). • English Language Advisory Committee (ELAC), DELAC, EL-PAC, per CA EC 52062(a)(2) • Parent Advisory Committee (PAC) per CA EC 52062(a)(1) • Community Engagement Initiative (CEI) team • El Dorado Charter SELPA Community Advisory Committee: is a group formed to advise the Charter SELPA about the Special Education Local Plan, annual priorities, parent education, and other special education related activities. Interpreter services will be available for all committee meetings and upon request.	$42,401	N
3	**OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION**	Aspen Valley Preparatory Academy will provide all parents, including those of unduplicated pupils (UP), and Students with Disabilities with opportunities to engage as partners in their child's education through Coffee with the Principal, parent workshops, assemblies open to families, weekly newsletters, messaging through ParentSquare, surveys. AVPA will host parent workshops on topics requested by our educational partners and in alignment to schoolwide initiatives which include: • Understanding state-mandated assessments content and results • Understanding iReady reports • MTSS Mental Health Services; Suicide prevention • Science of Reading • Math Fluency • Understanding Gradient Learning • Parent Learning Walks • Understanding the LCAP & School Safety Plans	$82,984	N

		• EL Master Plan • SEL Programs at Aspen Valley • Leader in Me training for families • The Impact of Student attendance and Chronic absenteeism The Community School Coordinator will facilitate parent meetings, workshops, communicate with families (outreach), seek partnerships with community-based organizations to provide resources for families/students. The Leadership team will host family nights/events and Coffee with the Leadership to communicate and build partnerships with families. The Leadership team will host Family Nights/events to build partnerships with families. All correspondence sent to families/guardians will be provided in English and translated to Spanish, as identified by our (primary) language survey and the "15% and above translation needs" criteria.		
4	**MAINTAINING SAFE & CLEAN SCHOOL FACILITY**	Aspen Valley Preparatory Academy strives to provide all students and staff with a safe and clean school facility sites and adhere to all state and local county health department guidelines in the prevention of COVID. Annually, the Facility Inspection Tool (FIT) report will be completed and address issues/findings in a timely manner. FIT results are reported annually in the SARC and LCAP.	$623,919	N

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2024-25

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$1,072,236	$123,340

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
31.07%	0%	$0	31.07%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1, Action 2	As evidence in the 2023 CA School Dashboard student performance declined for the ELA and math Academic Indicators. A needs assessment was conducted to identify areas of strength and growth. This school year, the focus was providing all teachers with training on phonics and phonemic awareness to strengthen foundational skills. For 2024-25, the shift will be to strengthen vocabulary and reading comprehension skills.	For math we identified that students lacked foundational skills in math facts and fluency, and implemented Reflex and Frax intervention, interactive online math solution. Reflex focuses on math facts problem; and Frax focuses on fractions, helping students build confidence with their math skills. AVPA will continue to utilize Reflex and Frax; and in partnership with the Eurgubian Center, will provide math tutors to also focus on Number sense, for our struggling learners	The metrics that will be used to monitor effectiveness are: The metrics that will be used to monitor effectiveness are: • #1: CAASPP ELA Assessment: Distance from Standard (DFS) • #2: CAASPP Math Assessment: Distance from Standard (DFS)

There are significant achievement gaps among EL, SED and SWD in ELA and Math as evidenced in the following charts. (Source 2023 CA School Dashboard – Distance from Standard)

2022-23 ELA CAASPP	
Student Group	**DFS**
All Students	-25.6
Hispanic	-35.1
SED	-35.6
EL	-62.2
SWD	-83.1

2022-23 Math CAASPP	
Student Group	**DFS**
All Students	-41
Hispanic	-41.7
SED	-52.8
EL	-60
SWD	-92.3

in the classroom during the instructional day and afterschool.

AVPA will continue to strengthen MTSS to identify students with learning gaps for tiered intervention, using local and state mandated assessments in ELA/Reading and mathematics.

Classroom teachers will implement Tier 1.5 intervention using various remedial instructional materials, including iReady Teacher Toolbox Intervention, a resource of tools to support struggling learners in reading and mathematics, while challenging high performing students performing above grade level. Under the supervision of the classroom teacher, Instructional aides will provide individual high dose tutoring and/or small group instruction during ELA and Math.

Instructional Aides will receive coaching on evidence-based pedagogical strategies to provide intervention; and on addressing student behavior challenges, led by the PBIS team, to ensure behavior expectations are adhered to.

The Intervention Coordinator (credentialed) will provide Tier 2 intervention for students in grades 2-6, reading two or more years below grade level as identified by the iReady reading assessment, and provide coaching for teachers and Instructional Aides on evidence-based reading strategies for struggling readers. In addition, will provide push-in support in grades TK-2, to support skills in CKLA Planning and Implementation, and help students learn how to decode and basic reading skills.

To further accelerate learning, students will have access to AIMS reading intervention program during the intervention block. AIMS reading is

<table>
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<td>tailored to a student's reading gaps, using iReady diagnostic assessment results. The Intervention block will take place, four times per week during the instructional day, in 8-week cycles, where teachers and the leadership will assess each student's progress and identify next steps.

These actions will be provided on a schoolwide basis because these strategies will benefit all students and we expect assessment results to improve in ELA and Math.</td>
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<tr>
<td>Goal 1, Action 3</td>
<td>The White student group received a "Very high" status on the 2022 CA School Dashboard, and a RED performance level on the 2023 CA School Dashboard for the Chronic Absenteeism indicator resulting in eligibility for ATSI.

Feedback from teachers, parents, and the Community School Advisory Committee indicated the need for additional support in academics and social-emotional learning.

<table>
<tr><th colspan="2">2022-23: Chronic Absenteeism</th></tr>
<tr><th>Student Group</th><th>Rate</th></tr>
<tr><td>All Students</td><td>31.9%</td></tr>
<tr><td>African American</td><td>29.7%</td></tr>
<tr><td>Hispanic</td><td>31.8%</td></tr>
<tr><td>White</td><td>31.7%</td></tr>
<tr><td>EL</td><td>31.9%</td></tr>
<tr><td>SED</td><td>35.4%</td></tr>
<tr><td>SWD</td><td>47.7%</td></tr>
</table>
</td>
<td>Our recent needs assessment and root cause analysis for chronic absenteeism revealed several key factors impacting student attendance.

1. Academic Anxiety: Data indicated that a significant number of students, particularly in math, expressed anxiety related to coursework or the classroom environment. We addressed this concern by developing targeted interventions through SST and IEP meetings, tailoring support to individual student needs.
2. Parental Engagement: The analysis identified a trend in parents' lack of understanding regarding our attendance policy. To bridge this gap, we implemented comprehensive parent education initiatives focusing on our attendance policy and state requirements. These efforts clarified expectations and fostered greater collaboration.
3. Transportation Barriers: Several of our high absenteeism rates stemmed from transportation challenges faced by some families. Leveraging the expertise of our Foster Homeless Liaison, we facilitated</td>
<td>The metrics that will be used to monitor effectiveness are:
• #8: Chronic Absenteeism Rate
• #9: Suspension Rate</td>
</tr>
</table>

2022-23: Suspension	
Student Group	**Rate**
All Students	3.9%
African American	5.0%
Hispanic	2.4%
White	4.8%
EL	2.0%
SED	4.7%
SWD	2.2%

access to resources such as bus passes and gas cards for families in need.

4. **Peer Conflict:** Our analysis also revealed an association between peer conflict and increased absenteeism. We are actively addressing this concern by implementing restorative practices and strengthening our PBIS (Positive Behavioral Interventions and Supports) and Restorative Practice program.

These proactive measures aim to build a more positive and inclusive school climate and community, foster conflict resolution skills, and reduce peer-related absenteeism. We will ensure that our students have access to academic support and that transportation is not a barrier.
Aspen Valley Preparatory Academy is committed to providing social-emotional and behavioral services to support the mental health needs of our students. SEL Counseling services will be provided for students, including grief and small group counseling. Through our partnership with All for Youth, students will also have access to a Therapist and Behavior Interventionist. Teachers will begin to implement Leader in Me SEL curriculum in combination with PBIS, Eagle Bucks (PBIS rewards), and restorative practices schoolwide.

Feedback from teachers, parents, and the Community School Advisory Committee indicated the need for additional support in academics and social-emotional learning. The Leader in Me program directly addresses these concerns by equipping students with the skills necessary to become successful learners and well-rounded individuals.

		AVPA will adopt, train all staff and implement Covey's Leader in Me program in combination with PBIS. Leader in Me will help build leadership and life skills in students and staff, create a high-trust culture and accelerate academic achievement. Through the 7 Habits framework, Leader in Me fosters self-leadership, goal setting, and problem-solving abilities in students. These skills directly translate into improved academic performance (MTSS Action 2) and social-emotional well-being (MTSS Action 3). The Family Resource Counselor (FRC), who also serves as the Homeless and Foster Youth Liaison, will maintain a consistent schedule of home visits and family meetings. This proactive approach aims to address any challenges faced by students and their families, promoting daily attendance and overall well-being. The FRC's strategy directly supports students' physical and social-emotional needs. This is achieved by providing essential resources such as bus passes, gas cards, and food, clothing, and school supplies. In the 2023-2024 academic year, the FRC successfully provided these resources to 18 students. For the upcoming year (2024-2025), the program aims to expand its reach and serve a greater number of foster and homeless students. These actions will create an opportunity to significantly increase attendance rates for low-income students because they are designed to address their identified needs. However, these actions are being provided on a schoolwide basis to maximize their impact in increasing overall attendance rates and reduce chronic absenteeism rates for all students.	

Goal 2, Action 2	Professional development is critical to transform school culture, school climate, and student academic outcomes. Feedback from our educational partners (Leadership, teachers, parents) indicated the need for Instructional coaching to improve student outcome and build teacher capacity and expertise. (See Engaging Educational Partners section)	Aspen Valley Preparatory Academy will provide all educators (General Education & SPED) with a robust evidence-based professional development that includes nine days of Summer Professional Learning: 4 non-instructional days and weekly professional development during the school year. All teachers will receive instructional coaching from the ELA and Math Instructional Coaches, and 6th grade teachers will receive coaching from the Summit Director, including training on the Summit Gradient Learning new curriculum adoption. Education Partners will continue to provide coaching, observation and feedback cycles for ELA instruction for teachers in grades K-5. These actions will create an opportunity to build teacher capacity and strengthen the delivery of instruction using evidence-based strategies that we anticipate will improve reading proficiency and math instruction; and strategies to support ELs and SWD using effective tiered intervention.	The metrics that will be used to monitor effectiveness are: • #15: Implementation of the State Academic content & performance standards for all students & enable ELs access. • #1: CAASPP ELA Assessment: Distance from Standard (DFS) • #2: CAASPP Math Assessment: Distance from Standard (DFS)
Goal 3, Action 1	There is a correlation between a positive school environment, physical and emotional safety, and a student's well-being. Feedback from our educational partners indicated the need to ensure there are School Resource Officers to support our PBIS and SEL initiatives.	The School Resource Officer (SRO) will lead schoolwide safety training, drills, lock-down, fire drill procedures, provide security, and supervision in alignment with our school-wide PBIS practices. To further monitor and ensure safety for students and staff, visitors will be required to check-in using our online visitor security program. These actions will create an opportunity to significantly decrease chronic absenteeism rates, increase attendance rates for low- income students because they are designed to address their identified needs. However, these actions will be provided on a schoolwide basis to maximize	The metrics that will be used to monitor effectiveness are: The metrics that will be used to monitor effectiveness are: • #9: Suspension Rate • #10: Expulsion Rate • #19: Other Local Measure - Student Survey: Sense of safety & school connectedness

		their impact in increasing overall attendance rates for all students	

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
N/A	Not applicable	Not applicable	Not applicable

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

The additional concentration grant add-on funding will be used to fund an additional Instructional Aides providing direct services to students. (Goal 1, Action 2)

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	Not applicable to charter schools	Not applicable to charter schools
Staff-to-student ratio of certificated staff providing direct services to students	Not applicable to charter schools	Not applicable to charter schools

2023-24 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 4,998,785.00	$ 5,045,930.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	ASSESSMENTS OF LEARNING	Yes	$ 22,090	$ 21,892
1	2	MTSS: ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	$ 779,123	$ 780,336
1	3	MTSS: ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORALSTUDENT NEEDS	Yes	$ 261,179	$ 259,214
1	4	SERVICES TO SUPPORT SWD	No	$ 611,774	$ 600,936
1	5	STRENGTHENING EL PROGRAM & SERVICES	Yes	$ 3,000	$ 3,000
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	No	$ 1,399,498	$ 1,311,379
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	Yes	$ 40,850	$ 150,487
2	2	PROFESSIONAL LEARNING	Yes	$ 331,483	$ 335,531
2	3	CORE CURRICULAR PROGRAM NEEDS	No	$ 30,000	$ 36,669
2	4	CLOSING THE DIGITAL DIVIDE	No	$ 121,887	$ 126,414
2	5	BROAD COURSE OF STUDY	Yes	$ 108,537	$ 76,818
3	1	PROMOTING A POSITIVE SCHOOL CLIMATE HEALTH & SAFETY	Yes	$ 218,146	$ 212,987
3	2	PARENT INPUT IN DECISION-MAKING	Yes	$ 50,511	$ 46,675
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	No	$ 113,162	$ 111,402
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITY	No	$ 907,545	$ 972,190

2023-24 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 1,061,848	$ 1,192,569	$ 1,163,106	$ 29,463	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	ASSESSMENTS OF LEARNING	Yes	$ 424	$ -	0.00%	
1	2	MTSS: ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	$ 365,484	$ 217,573.00	0.00%	0.00%
1	3	MTSS: ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORALSTUDENT NEEDS	Yes	$ 147,179	$ 153,352.00	0.00%	0.00%
1	5	STRENGTHENING EL PROGRAM & SERVICES	Yes	$ 3,000	$ 3,000.00	0.00%	0.00%
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	Yes	$ 40,850	$ 150,487.00	0.00%	0.00%
2	2	PROFESSIONAL LEARNING	Yes	$ 294,306	$ 302,214.00	0.00%	0.00%
2	5	BROAD COURSE OF STUDY	Yes	$ 108,537	$ 76,818.00	0.00%	0.00%
3	1	PROMOTING A POSITIVE SCHOOL CLIMATE HEALTH & SAFETY	Yes	$ 182,278	$ 212,987.00	0.00%	0.00%
3	2	PARENT INPUT IN DECISION-MAKING	Yes	$ 50,511	$ 46,675.00	0.00%	0.00%

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 3,403,729	$ 1,061,848	0.00%	31.20%	$ 1,163,106	0.00%	34.17%	$0.00 - No Carryover	0.00% - No Carryover

2024-25 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2024-25	$ 3,450,869	$ 1,072,236	31.071%	0.000%	31.071%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 3,498,803	$ 1,315,121	$ -	$ 187,167	$ 5,001,091.00	$ 3,910,840	$ 1,090,251

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	ASSESSMENTS OF LEARNING	All	No					$ -	$ 20,194	$ -	$ 7,511	$ -	$ 12,683	$ 20,194	0.000%
1	2	MTSS: ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	No					$ 317,902	$ 146,035	$ 17,902	$ 446,035	$ -	$ -	$ 463,937	0.000%
1	2	MTSS: ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	Yes	Schoolwide	All	AVP	Ongoing	$ 579,023	$ 37,402	$ 616,425	$ -	$ -	$ -	$ 616,425	0.000%
1	3	MTSS: ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	All	No					$ 118,964	$ 6,480	$ -	$ 6,480	$ -	$ 118,964	$ 125,444	0.000%
1	3	MTSS: ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	All	Yes	Schoolwide	All	AVP	Ongoing	$ 169,334	$ 26,500	$ 195,834	$ -	$ -	$ -	$ 195,834	0.000%
1	4	SERVICES TO SUPPORT SWD	SWD	No					$ 488,864	$ -	$ 79,144	$ 354,200	$ -	$ 55,520	$ 488,864	0.000%
1	5	STRENGTHENING EL PROGRAM & SERVICES	EL	No					$ -	$ 6,000	$ 6,000	$ -	$ -	$ -	$ 6,000	0.000%
1	6	BROAD COURSE OF STUDY	All	No					$ 158,234	$ -	$ 104,480	$ 53,754	$ -	$ -	$ 158,234	0.000%
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	All	No					$ 1,471,785	$ 63,224	$ 1,535,009	$ -	$ -	$ -	$ 1,535,009	0.000%
2	2	PROFESSIONAL LEARNING	All	No					$ -	$ 74,300	$ 62,983	$ 11,317	$ -	$ -	$ 74,300	0.000%
2	2	PROFESSIONAL LEARNING	All	Yes	Schoolwide	All	AVP	Ongoing	$ 104,862	$ -	$ 104,862	$ -	$ -	$ -	$ 104,862	0.000%
2	3	CORE CURRICULAR PROGRAM NEEDS	All	No					$ -	$ 77,300	$ 56,072	$ 21,228	$ -	$ -	$ 77,300	0.000%
2	4	CLOSING THE DIGITAL DIVIDE	All	No					$ 80,378	$ 29,320	$ 109,698	$ -	$ -	$ -	$ 109,698	0.000%
3	1	PROMOTING A POSITIVE SCHOOL CLIMATE/HEALTH & SAFETY	All	No					$ 65,301	$ 55,270	$ 40,640	$ 79,931	$ -	$ -	$ 120,571	0.000%
3	1	PROMOTING A POSITIVE SCHOOL CLIMATE/HEALTH & SAFETY	All	Yes	Schoolwide	All	AVP	Ongoing	$ 155,115	$ -	$ 155,115	$ -	$ -	$ -	$ 155,115	0.000%
3	2	PARENT INPUT IN DECISION-MAKING	All	No					$ 42,401	$ -	$ 42,401	$ -	$ -	$ -	$ 42,401	0.000%
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	All	No					$ 73,024	$ 9,960	$ 13,892	$ 69,092	$ -	$ -	$ 82,984	0.000%
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITY	All	No					$ 85,653	$ 538,266	$ 358,346	$ 265,573	$ -	$ -	$ 623,919	0.000%

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 3,450,869	$ 1,072,236	31.071%	0.000%	31.071%	$ 1,072,236	0.000%	31.071%	**Total:**	$ 1,072,236
								LEA-wide Total:	$ -
								Limited Total:	$ -
								Schoolwide Total:	$ 1,072,236

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	2	MTSS: ADDRESSING ACADEMIC NEEDS	Yes	Schoolwide	All	AVP	$ 616,425	0.000%
1	3	MTSS: ADDRESSING SOCIAL-EMOTIONA	Yes	Schoolwide	All	AVP	$ 195,834	0.000%
2	2	PROFESSIONAL LEARNING	Yes	Schoolwide	All	AVP	$ 104,862	0.000%
3	1	PROMOTING A POSITIVE SCHOOL CLIM	Yes	Schoolwide	All	AVP	$ 155,115	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,

- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated students
- Analysis of effectiveness of the specific actions to achieve the goal
- Analysis of material differences in expenditures
- Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
- Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:

- The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).

- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.

- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.

- This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.

  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.

  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. "Effectiveness" means the degree to which the actions were successful in producing the target result and "ineffectiveness" means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:

- Language acquisition programs, as defined in *EC* Section 306, provided to students, and
- Professional development for teachers.
- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the

increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the

amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word "input" has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.

- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.

- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

  - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the

entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

  - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

  - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

  - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.

- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

SAFE SCHOOL PLAN COVER GUIDELINES

SAFETY COORDINATORS- Safety Plans are to be fully signed and completed by March 1.

***STEP 1*- Create your school's 2024-2025 Safe School Plan (SSP) with your Leadership Team.**

***STEP 2*- Read the School Site Plan (SSP) Checklist on Page 1.**

Upon completion, including review and signatures from School Site Council, please:

- Upload the completed document into the School Site Safety TEAMS folder in your appropriate 2024-25 folder i.e., Elementary Schools, Middle Schools, High School, Alt. Ed Sites or Specialty Schools.
- **Post in the chat that your completed SSP is completed and turned in – be sure to note your school site. (ex. McLane High School's SSP is complete and uploaded)**

This information will be reviewed and presented to the Board of Education before the completion of the current school year for approval.

MAKE COPIES OF THE ENTIRE SAFE SCHOOL PLAN AND DISTRIBUTE TO ALL THOSE ON THE SAFE SCHOOL LEADERSHIP TEAM – KEEP A HARD COPY ON HAND FOR SCHOOL RECORD AND USE.

Safe School Plan Checklist

E	CDS Code (pg. 2)
E	Safe School Leadership Team (pg. 7)
E	School Safety Walk (pg. 8&9)
E	Stage II Evacuation fill in & holding areas (pg. 10 & pg. 11)
E	Threat Assessment Management Team (pg. 12)
E	First Aid Responders (pg. 13)
E	Name of person responsible for monthly AED checks (pg. 13)
E	Immediate Care Responders (pg.15)
E	Pandemic Influenza Parent Reunification Plan including: (pg. 16-19)
E	Fire Drill Schedule (pg. 23)
E	Lockdown Drill Schedule (pg. 23)
E	Earthquake Drill Schedule (pg. 23)
E	Reunification Drill (pg. 24) / Lockdown Procedure, Including RUN-HIDE-FIGHT (pg.24)
E	Phone Tree – Off Campus / After Hours (pg. 25)
E	Campus Visibility Deployment of Staff (pg. 26 - 27)
E	Signature Page (pg. 28)
E	Off Campus Evacuation Map (map of site, you can draw route and site, give name and address)
E	Upload your completed and signed SSP to the School Site Safety Plan TEAMS page

E=Electronically
Note: Print hard copies of entire plan (pages 1-53) including Threat Assessment Procedures and Protocol - give to your administration and leadership teams. Keep a Hard Copy In Your Front Office.

Aspen Public Schools
Comprehensive Safe School Plan
(Education Code Section 32280-32288)
At Aspen Valley Prep Academy
CDS Code
10 62166 0106740
From: 2024 TO 2025

FUSD Core Belief: A safe learning and working environment is crucial to student learning.
Aspen Public Schools: Transforming the Community by Developing Exceptional Leaders

Contact Person: Matthew Flores

Position: Chief Operating Officer

Telephone Number: 559-981-6120

E-Mail address: matt.flores@aspenps.org

Aspen Public Schools

Comprehensive Safe School Plan

Board of Directors
John Grice
Mark Snee
Carlos Huerta
Renee Dayton
Alicia Varela

Executive Director/CEO
Shelly Lether

Chief Operating Officer
Matt Flores

Chief Business Officer
Terri Martin

Chief Academic Officer
Nicole Rivera

SRO/School Safety Coordinator
Jed Melton

March 2024

Purpose and Scope

The Aspen Public Schools Comprehensive Safe School Plan (CSSP) provides guidance and direction to principals, faculty, and staff with emergency management responsibilities. The ERP, along with the School Comprehensive Safe School Plan, shall be used during an emergency incident involving an APS School facility.

Key Emergency Contact

After contacting 911, it is imperative during an emergency to contact Matt Flores, Chief Operating Officer, 559-981-6120, as quickly as possible. Matt will respond immediately and alert the appropriate members of the District Safety Team.

Safe School Leadership Team (SSLT)

Each APS facility and administrative site will have a Safe School Leadership Team (SSLT) to take charge of the emergency, respond effectively, protect the occupants of the facility, and reduce the risk of physical injury, property damage and business interruption. The team consists of the Principal and/or designee, office manager, school nurse, SRO / Probation Officer (if applicable), and certificated and classified employee. Each person has an alternate should they not be on campus.

Standardized Emergency Management System (SEMS) is the system required by Government Code 8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field Response, Local Government, Operational Area, Regional and State.

The school site Safe School Leadership Team (SSLT) carries out the Field Response level of crisis and emergency management, the District School Safety Team functions at the Local Government level in this system. By organizing our crisis response plans according to SEMS, both school sites and the District are positioned to integrate services when an incident occurs on an area, regional or state level.

By standardizing key elements of the emergency management system, SEMS is intended to:

- ❑ Facilitate the flow of information within and between levels of the system,
- ❑ Facilitate coordination among all responding agencies.

Use of SEMS will improve the mobilization, deployment, utilization, tracking, and demobilization of needed mutual aid resources. Use of SEMS will reduce the incident of poor coordination and communications and reduce resource ordering duplication on multi-agency and multi-jurisdiction responses. SEMS is designed to be flexible and adaptable to varied disasters that occur in California and to the needs of all emergency responders.

Essential Management Functions: SEMS has five essential functions adapted from Incident Command System (ICS). The Field Response uses the five primary ICS functions: Command, Operations, Planning/Intelligence, Logistics, and Finance/Administration. The term management is used instead of command at all levels except Field Response. The titles of the other functions remain the same at all levels.

Under the SEMS, tasks are delegated to members of the SSLT to successfully handle critical incidents. The SSLT member is then responsible for the task assigned and serves as the manager of the task. This type of delegation allows each manager to focus on just one or two aspects of the incident. These managers then provide information to the incident commander (principal) and assist them in making informed decisions. Using this organizational system during a critical incident creates clear communication channels that will reduce the amount of confusion and chaos.

Permanently assigning specific areas of responsibility to members of the Safe School Team provides each member with the opportunity to specialize in the management of his/her area.

The SEMS can also address the uncertainty of exactly who will be in the building during an emergency. When assigning the management of critical roles in the SEMS, always assign an alternate for each role to assure coverage. This may require some individuals to be responsible for more than one task if the primary manager were out of the building. While the SEMS identifies roles for the members of the SSLT, all school faculty members should know their specific functions during an emergency. Teachers with students in class will have specific functions, as will teachers not assigned a class when an emergency occurs. It is imperative to emergency operations that SEMS roles and responsibilities are assigned and understood by the Safe School Leadership Team members. The Roles & Responsibilities outlined above in this document will also assist the Incident Commander if one or more team members/alternates are not available. City emergency responders use the SEMS to manage emergency events. Because of this, a school with assigned roles for administrators and teachers will be able to work more efficiently with city agencies.

Directions

1. Establish:

   - ✓ Safe School Leadership Team
   - ✓ Safety Walk
   - ✓ Threat Assessment Team/Student Wellness Team
   - ✓ First Aid Responders
   - ✓ Pandemic Influenza Management Plan with reunification team and on campus location established for student/parent reunification.

2. Complete School Safety Walk

3. Stage 1 Site Evacuation maps are developed by the SRO with assistance from the COO. If you need to adjust your evacuation map, please notify Matt at matt.flores@aspenps.org

4. Stage 2 Off campus evacuation (map of site and plan).

5. Establish:
   - ✓ 2024-2025 Fire Drill Schedule – Once per month at the elementary and middle school level and three times per year at the high school. (before/after school, lunch, instructional time)
   - ✓ 2024-2025 Lockdown drill – Four times per school year, One per quarter. – (before school, after school, lunchtime and instructional time).
   - ✓ 2024-2025 Earthquake Drill (Duck and Cover once a quarter at the elementary and middle school level and two times at the high school)
   - ✓ 2024-2025 Reunification Drill – Two times during the school year
   - ✓ School Phone Tree
   - ✓ Visibility of staff deployment plan

6. Update the templates of the plan to reflect current areas of responsibility at your site.

7. Work closely with the school site council. Remember, the school site council (SSC) is responsible for approving the final plan and must be involved in its development. Please calendar a meeting in January or February to discuss and approve the plan to ensure the plan is finalized and turned in by March 1.

8. Submit your Comprehensive Safe School Plan electronically by uploading it to the School Site Safety Plans 2024-25 TEAMS page. Ensure you upload it into the appropriate folder, i.e., elementary schools, middle schools, high schools, and alt. Ed or specialty schools. Completed plans must be submitted no later than March 1 of the school year.

Safe School Leadership Team

Please note that the Safe School Leadership Team functions have been organized to align with the District Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). Depending on staff available, team members may serve multiple roles. For example, the Principal may serve as both incident commander and Operations officers etc.

In the event of an emergency, the Safe School Leadership Team should report to a designated location to oversee and provide directions during the emergency. The principal and/or designee in charge are to facilitate the following: (1) secure the area, (2) check for damage, (3) assess injury situations, and (4) report findings to the instructional Superintendent. Safe School Leadership Team is listed below.

Safe School Leadership Team

		Name	Phone
Incident Command	SRO	Jed Melton	
	1. Alternate	Christine Montanez	
	2. Alternate	Anechia Marina	
Planning/Intelligence	Office Manager	Laura Drury	
	1. Alternate	Belinda Diaz	
	2. Alternate		
Operations	COO	Matt Flores	
	1. Alternate	Michael Lee	
	2. Alternate		
Nurse	Plant Coordinator	Jessica Poveamaciel	
	1. Alternate	Lea Cabrera	
	2. Alternate		
SPED	School Psychologist	Brooke Muniz	
	1. Alternate	Oscar Rayo Salazar	
	2. Alternate		
Other	Kitchen Manager	Lorena Moncado	
	1. Alternate	Nico Pena	

SCHOOL SAFETY WALK

After establishing your Safe School Leadership Team, the "Safety Walk" of your site must be done to assess safety conditions, emergency access, evacuation routes, PA system etc. This information is vital in the development of your Safety Plan. The "Safety Walk" should be done twice a year. Once at the start of the school year and once during the second semester.

Exterior of School Building	***Checked & in order***	***Needs Attention***	***J-Order in process***
Gates - lockable	X		
Fences - stable and no broken areas	X		
Appropriate school zone signs in position	X		
Free of graffiti	X		
External utilities secured and locked	X		
Roof hatches secured and locked	X		
Shrubs trimmed	X		
Doors and windows in working order and lockable from inside	X		
Outdoor lighting illuminates all areas of use during night hours	X		
Exterior security cameras have clear view, no blocking from landscape, trees, etc.	X		
Exterior security cameras in good working order where applicable	X		
PA system in good working order and has the ability to be used outdoors (i.e. field area)	X		
Playground equipment safe and fall-protection material placed on the ground below equipment	X		
Athletic facilities & external building are secured & illuminated at night	X		
Dumpsters and garbage cans are secured	X		
Parking lots are well-lit	X		
No parking zone within 5ft. of the building	X		
Sidewalks free from cracks and tripping hazards		X	
Fields are free from potholes	X		
Bike racks secured and placed in a locked cage		X	
Gym bleachers are safe and in working condition	X		

Interior of School	***Checked & in order***	***Needs Attention***	***J-Order in process***
Doors and windows are in working order and lockable from inside	X		
Exit lights in working order	X		
Universal evacuation signage is posted in every room near the door and in hallways	X		
The Central Monitoring Station's number is posted in every room		X	
Computer/server rooms secured and appropriately ventilated	X		
Hallways are free from obstructions (furniture, music instruments, large art displays etc.)	X		
Raptor protocol is in effect	X		
Staff wear ID badges		X	
Students are issued ID badges (grades 7-12)	X		
Classroom	***Checked & in order***	***Needs Attention***	***J-Order in process***
Classroom emergency guide is posted	X		
Emergency folder is easily accessible	X		
Evacuation map is posted	X		
Classroom phone has the emergency phone # sticker		X	
Doors and windows are lockable from the inside	X		
Peepholes are installed		X	
Equipment Needs	***Have enough***	***Need***	***How many?***
Vests	X		
Radios	X		
Crossing guard signs	X		
Cones for parking	X		
Caution signs	X		
First aid kits	X		
Other		x	2-3

BP 2250 Principal's Designee
NOTES:

Stage One (On Campus) / Stage Two (Off Campus) Evacuation Plans

Each site must have an evacuation plan that consists of two stages:

Stage One Evacuation: All students and staff are evacuated from buildings and stationed at a safe location on campus.

Stage Two Relocation: At the direction of the District Incident Commander, all students and staff are relocated to a determined location off campus at time of event. Coordinate with Transportation Department, Police and Fire Department. (Examples: gas leak, fallen aircraft.)

Stage One Evacuation Plans shall be based on the current "Key Plan" maps obtained from the Department of Maintenance and Operations SharePoint page, under Site Key Plans. Stage Two Evacuation Plans shall be created by the Safe School Leadership and can be created on Google Earth.
Include a map of the Stage One and Stage Two Evacuation Routes.

Evacuation Plan Checklist:

- ❑ Detailed campus diagrams that show:
  - o Evacuation routes
  - o Designated areas for each teacher and class
  - o Areas of supervision
  - o Transportation points (for both busses and autos)
  - o Student Release area
  - o Press area
- ❑ Teams
  - o Crisis Response Team
  - o Student Release Team
- ❑ Emergency cards (Always ready to be taken to student release area)
- ❑ Parent/Guardian sign out log or forms
- ❑ Impaired mobility list (Location of these students throughout the school day)

- Classroom evacuation materials (laminated guides, “go bags”, binders or boxes that teachers will carry along with their roll books must be in a standard site in all classrooms. Recommended placement to be next to the classroom exit or teachers’ desk).

- Communication Plan (How teachers will communicate to the Safe School Leadership team and vice versa)

Stage 2 Evacuation (Off Campus)

In the case of a Stage 2 Evacuation, Off-Campus Evacuation, all students/staff will travel to the following site and wait for instructions.

SITE - Emmerson Park on Emmerson and Hughes in the open green field

ALTERNATE SITE -

Contact Person: Jed Melton Phone: 559-283-0618

Student holding areas: Please take into consideration all special needs of your students when deciding holding areas

Elementary

SPED _____

Pre-school/Kinder/Early Learning _____

Primary _____

Upper _____

ED _____

Aspen Public Schools
Site-Based Crisis Team
(Student Wellness Team)

When a school identifies an individual or group that may pose potential harm to themselves or others, the school will convene Site Based Crisis Team (SBCT).

The task of the SBCT is to assess the level of threat posed, determine what level of response the school site will initiate, what district resources may be required, and what response may be needed.

This team should work with outside agencies when making referrals under Welfare and Intuitions Code 5150.

The team will oversee and document the school site's response to threats, 5150 referrals, and plan for monitoring or services that may need to occur after the crisis has passed.

When engaged in the APS 5150 referral process, this team becomes a Student Wellness Team. The team may expand at that point to include other staff, parents, or whoever else may be required to monitor the student's well-being when and if returned to school.

STAFF MEMBER	TITLE	ALTERNATE	ALTERNATE
Christine Montanez	Administrator	Principal, Assistant Principal or Designee	Anechia Marina
Oscar Rayo Salazar	School Counselor	School Psychologist or Student Assistants, Trained in Threat Assessment	Sarah Crantz
Brooke Muniz	School Psychologist	School Counselor or Student Assistants, Trained in Threat Assessment	Beth White
Jed Melton	School Resource Officer	School Social Worker or other staff determined by the principal	Nico Pena

Ed Code 7 Delegate of Powers

FIRST AID RESPONDERS

Each district site must have designated First Aid responders who are first to provide assistance when needed. Annually, identify those staff members who have current training in CPR-First Aid-AED. In an emergency, any staff member may provide assistance. Ensure that there are an adequate number of people trained in first aid in addition to the crisis response team.

The following staff members are designated emergency first aid responders for the 2024-2025 school year at Aspen Valley School.

CPR/AED	FIRSTAID	Expiration	NAME	TITLE	Room/Phone
			Belinda Diaz	Receptionist	559-225-7737
			Jed Melton	SRO	559-283-0618
			Lorena Macodo	Nutrition	559-225-7737
			Nico Pena	SRO	559-270-3499
			Patricia Casillas	Nutrition	559-225-7737
			Shelly Lether	Executive Director	559-899-3176

AED (Automated External Defibrillator) Maintenance Checks

Please list the person(s) who will be responsible for the monthly AED maintenance check.

NAME: Jed Melton	TITLE: School Resource Officer

First Aid Responders Coverage (for those responsible for students)

In the case the First Aid Responders are activated, the following staff will be responsible to cover classes for those responding.

Name	Title	Room/Phone

Emergency First Aid Guidelines for California Schools is the guide for providing first aid.

The guidelines and first aid supplies are located in the health office. Additional supplies (red 1st aid bags) at the high schools are located in the boy's gym, girl's gym, and may also be in shop classes.

The guidelines chart contains Universal Precautions for blood borne pathogens. Any time an employee is involved in a possible blood exposure incident, it shall be reported as a Worker's Compensation incident.

CPR PRECAUTIONS

To minimize the risk of infectious disease transmission during emergency mouth-to-mouth resuscitation, mouthpieces, shields, pocket masks, or other ventilation devices shall be used. Such equipment shall be stored with first aid equipment in the health office.

Unless the scope of the crisis/first aid response is prohibitive, the appropriate student and/or the emergency employee accident reports are to be completed as per usual District policy.

IMMEDIATE CARE RESPONDERS

Identify all persons who are trained in monitoring and providing medical care for students with significant health conditions (severe allergies, severe asthma, diabetes, seizures, and specialized healthcare procedures, such as catheterizations, GT feeding etc.). Staff will need to provide for the medical needs of these students if they remain at school for a significant amount of time. Nurse to be responsible for training designated personnel every year to monitor and provide medical care for students with significant health conditions.

The following staff members are designated Immediate Care Responders for the 2024-2025 school year at _____school.

NAME	TITLE	ROOM/PHONE
Jed Melton	SRO	Office: 559-225-7737
Jessica Poveamaciel	School RN	Office: 559-225-7737
Anechia Marina	Vice Principal	Office: 559-225-7737

*A confidential list of all students in the category must be kept in the nurse's office and with the school safety coordinator.

Each school has an Emergency First Aid Bag (for disaster only) stocked with first aid supplies. High schools have two bags. The "Emergency First Aid Guidelines for California Schools" and the Emergency Bags are located in the health office (high schools should store the second bag in the gym or shop areas or in the Safety Coordinators office.

Communication

List the modes of communicating with your staff in case of a crisis.

Primary: By Radio

Alternate: Intercom System

Alternate: Phone System

Pandemic Influenza Management Plan

The Fresno Unified School District Pandemic Influenza Management Plan consists of several components, including the Fresno Unified School District Comprehensive Safe School Plan, Appendixes, Emergency Support Functions, Support Annexes, and Incident Annexes. The Pandemic Influenza Management Plan is one of several Incident Annexes and, therefore, serves to augment the FUSD Comprehensive Safe School Plan and other components. To ensure efficient and effective emergency management, the FUSD Pandemic Influenza Management Plan document must be implemented in its entirety.

PHASES OF A PANDEMIC

The World Health Organization (WHO), the medical arm of the United Nations, has developed a global influenza preparedness plan that includes a classification system for guiding planning and response activities for an influenza pandemic. This classification system is comprised of six phases of increasing public health risk associated with the emergence and spread of a new influenza virus subtype that may lead to a pandemic. The Director General of WHO formally declares the current global pandemic phase and adjusts the phase level to correspond with pandemic conditions around the world. For each phase, the global influenza preparedness plan identifies response measures WHO will take and recommends actions that countries around the world should implement.

Pandemic Phases	Public Health Goals	Fresno Unified School District Goals
Interpandemic Period		
Phase 1 – No new influenza virus subtypes detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infection or disease is considered low.	Strengthen influenza pandemic preparedness at all levels. Closely monitor human and animal surveillance data.	**Ensure that staff members and students are trained in preventative measures such as respiratory etiquette and universal precautions.**
Phase 2 – No new influenza virus subtypes detected in humans. However, a circulating animal influenza virus subtype poses substantial risk of human disease.	Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs.	Minimize the risk of transmission to humans; ensure that staff members understand detection and reporting guidelines and report rapidly as required.

Pandemic Phases	Public Health Goals	Fresno Unified School District Goals
Pandemic Alert Period ***Phase 3*** – Human infection(s) are occurring with a new subtype, but no human-to-human spread, or at most rare instances of spread to a close contact. ***Phase 4*** – Small cluster(s) of human infection with limited human-to-human transmission but spread is highly localized suggesting that the virus is not well adapted to humans. ***Phase 5*** – Larger cluster(s) of human infection but human-to-human spread is localized, suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (substantial pandemic risk).	Ensure rapid characterization of the new virus subtype and early detection, notification, and response to additional cases. Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development. Maximize efforts to contain or delay spread to possibly avert a pandemic, and to gain time to implement response measures.	Ensure all personnel are knowledgeable about the latest epidemiological information. Review and update business continuity plans per Base Plan. Ensure that best practices for infection detection and control measures are followed. Ensure adequate resources for staff/student protection. Ensure that FUSD is implementing best practice for social distancing techniques per LHO guidelines, including reducing the school activity calendar. Maximize communications with parents related to health and safety.
Pandemic Period ***Phase 6*** – Pandemic is declared. Increased and sustained transmission in the general population.	Implement response measures including social distancing to minimize pandemic impacts.	Increase surveillance of staff/student health and attendance and implement administrative procedures to ensure adequate staffing for essential business and school functions. Follow LHO and FCOEDHS, social distancing, isolation, and quarantine measures. Ensure maximum support and education for ill and affected students.

Public Employees as Emergency Disaster Workers

During an emergency/crisis, the welfare of all district employees is as important as student well-being. However, employees become emergency service workers under the Emergencies and Disasters Preparedness Plan (Government Code 3100, AR 4212) which states: "A public employee becomes emergency service workers in the event of a declared emergency. This means that all school district employees will be required to work in this capacity in case a disaster occurs, and a state of emergency is declared".

If a state of emergency is declared, our employees must have a plan in place to address their personal and family needs while they are at work (during regular or extra duty). Please remind your staff of their district obligations and for them to develop their person/family needs plan in the case they are called upon for after hour duty.

1. Aspen Public School assumes the following responsibilities:

    a. Develop capabilities to implement non-medical measures to decrease the spread of disease throughout the school community as guided by the epidemiology of the pandemic and the Local Health Officer.

    b. Develop and implement pandemic preparedness activities and a business continuity plan aimed at maintaining the provision of educational services and limiting the spread of disease throughout the duration of a pandemic.

    c. Communicate with and educate the school community about approved public health practices and what each person can do to prepare or respond to minimize health risks.

    d. Develop and implement educational support plans for students who are isolated or quarantined and coordinate these plans with the social support plans developed by the Fresno County Department of Public Health and the Fresno County Office of Education Director of Health Services.

    e. Develop and implement support plans for Health Clinics designated to be used as “immunization clinics” or “flu clinics” to triage/evaluate and/or treat influenza patients not requiring hospital care.

2. Each Aspen Public School assumes the following responsibilities:

    a. The Principal/Designee will develop a response plan that will:

        - Identify chain of command in case of illness with a minimum of 2 backups.

        - Review and best practices for respiratory hygiene and universal precautions. Train all school staff, volunteers and students. Identify and procure needed resources.

        - Review procedures for sending ill individuals’ home and make adjustments if necessary.

        - Report the number of staff and students daily absent with pandemic flu to Matt Flores, 559-981-6120.

        - Designate office staff who will document actions taken.

- Working with Matt Flores, provide information to all stakeholders on the extent of infection at the school site and potential changes that might take place at school.

b. Develop a recovery plan that provides educational and emotional support to staff and students. If there is a loss of life, implement procedures located in the Comprehensive Safe School Plan.

PARENT REUNIFICATION TEAM

Location (must be able to accommodate all parents): Emmerson Park on Emmerson and Hughes.

- ✓ Select an appropriate location (per the safety plan or another location that may be more appropriate given the size of the school). Consider entry, exit, and ability to hold a significant number of people (e.g., multiple stations)
- ✓ Ensure that you have all the appropriate documentation, such as sign-out sheets, emergency cards, and reunification forms, as well as office supplies, such as pens available.
- ✓ Post signs on tables to facilitate communications.
- ✓ Have access to a photocopier (with power), telephone (or cell phones), a laptop, and printer.
- ✓ Set up tables with appropriate signs:
    a) 2 for reunification, Team #1 (matches form to the emergency card, checks schedule, calls classroom, and or sends escort to the classroom)
    b) 2 for reunification of student to parent, Team #2 (Parents will sign out the release form for their child)
    c) 1 table for health services/nurse at student-parent meeting location
- ✓ Have interpreters speaking Spanish and Hmong (hearing impaired on an as-needed basis on site available to assist)

Please fill in your re-unification team members in the chart below assigning an emergency task from the letters (a-c) above. Please ensure the team lead is a strong member of your management team.

STAFF MEMBER	**ALTERNATE**	**TITLE**	**EMERGENCY TASK** **(list corresponding letter from above)**
Belinda Diaz	Kaydence Ramirez		A
Laura Drury	Carol Villagrana		A
Lisa Novella	Michelle Rogers		B
Anechia Marina	Theodore Barnard		B
Jessica Poveamaciel	Lea Cabrea		C

SCHOOL SITE PERSONNEL DUTIES AND RESPONSIBILITIES

In the event of a major disaster, there is no guarantee that emergency medical or fire personnel will be able to immediately respond to school sites. Therefore, the school staff must be prepared to ensure the care and safety of students during the first several hours after a major disaster without outside assistance. It is critical to determine *who* does *what*, *where*, and *how*—before such a disaster occurs.

Principal/Safe School Leadership Team

1. Acts as the liaison between the school site and central office and maintains communication with appropriate central office staff and/or local law enforcement agencies, fire department, and medical assistance agencies as appropriate.

2. Posts and regularly updates Safe School Leadership Team information and the emergency phone numbers, emergency first aid responders, and chemical inventory lists.

3. Ensures Safe School Leadership Team members are knowledgeable of location of shut-off valves and how to turn them off. Do not attempt to turn utilities back on yourself.

4. Ensures that all staff are trained to carry out responsibilities during disaster and drill procedures; encourages teachers to work in teams through a buddy system.

5. Establishes a communications system consisting of the following elements:

    a. System of specific disaster warning signals that are well known to staff and students and includes both bell and voice signals.
    b. An alternative system for written communication with staff in the event voice-to-voice communication is not available.
    c. Designate and enforce exclusive use of a telephone line and number to be used only by the Principal (or authorized person) and the Superintendent (or designee).
    d. A communication Center in a location accessible to parents, interested community members, and media to handle inquiries, rumor control, and information in an orderly fashion.

    The following guidelines should be adhered to:

    - Include a sign-in sheet for all media to complete. (PC 627.2)
    - Notify Vanessa Ramirez, at 443-9644, who will notify the Instructional Superintendent(s) and appropriate support staff. If overnight, notify the Central Monitoring Station at 73831 (or 457-3831 from an outside line) of the emergency and media response.
    - Follow the directions of the Instructional Superintendent. Only the Superintendent or designee and Vanessa Ramirez, Emergency Response Manager, or designee is authorized to release information. All other personnel should cordially refer the media to the Communications Office (457-3733).
    - Designate a person to record incidents for documentation purposes including debriefing.

6. Ensure that the emergency phones are in working order and that precautions are taken to keep that number private.

7. Ensures that each classroom or homeroom maintains a current emergency card system for every student (i.e., copies of emergency card or other effective system, which summarizes the information on the emergency card). (See Student Release Team page)

8. Establishes a student release system that will facilitate an organized method to release individual students to authorized adults only.

9. Assigns the following duties to school staff:
   a. Patrol entrances to direct emergency personnel, parents, district staff, and media to appropriate areas, and prohibit unauthorized persons from entering campus.
   b. Monitor/supervise halls and corridors to maintain a safe and secure environment.
   c. Conduct search-and-rescue operations to systematically search every room to locate trapped/injured persons and to recover critical supplies and equipment.
   d. Establish/coordinate Communication Center.
   e. Administer first aid.
   f. Work with emergency medical triage teams to identify injured students and staff and to record ambulance destinations.
   g. Supervise Student Release Procedures.
   h. Check building utility systems and appliances for damage.

10. Schedule regular emergency drills and review the emergency plan with staff, students, and parents and schedule regular site inspections for safety hazards.

11. Plans alternate classroom evacuation routes if standard routes are obstructed.

12. Ensure that other personnel who provide services to students and staff are aware of emergency procedures.

13. Reviews and updates the site-level plan annually, with particular attention to the unique characteristics of the site.

14. Inform any satellite programs (on or adjacent to your site) of the emergency immediately. (Example: Parenting Center, Pre-school, Special Needs Program).

Satellite Program	Principal/Supervisor	Phone

PC 627.2 Registration by Outsider
Ed Code 32211 Threatened disruption/interference with students
BP 1112(a) CF Visits to Schools

Per Board Policy 6114.1 *The principal shall also hold fire drills at least once a month at the elementary and intermediate level, and not less than three times every school year at the secondary level. (At least one drill during the time of: before/after school, lunch, instructional time).*

2024-2025 Fire Drill Schedule

Month	Date	Time
July	N/A	
August	8/19/2024	0930
September	9/17/2024	1645 ASES
October	10/08/2024	1000
November	11/04/2024	1145
December	12/13/2024	0830
January	1/17/2025	1330
February	2/20/2025	1645 ASES
March	3/18/2025	0810
April	4/10/2025	1115
May	5/16/2025	1045
June	6/02/2025	0915

2024-2025 Lockdown Drill Schedule / 4 Drills for the School Year

Semester	Date	Time
Before School	8-20-24	0745
Lunch	11-14-24	1130
Instructional Time	02-19-25	1015
After School	05-6-25	1615

2024-2025 Earthquake Drill Schedule

Per AR 3516.3 Drop, Cover and Hold procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools. (Education Code 32282)

Date	Time
(Shakeout) Oct 2024 Great California Out	1000
10-10-2024	1030
10-10-24	1700 ASES
06-3-24	1230

Imminent Danger / Lockdown Procedure / RUN-HIDE-FIGHT

An extreme emergency exists when one or more of the following situations occur on campus: (1) drive-by shooting/show-by, (2) armed intruder/assailant on campus, (3) mass protest, or (4) helicopter searches or SWAT team operations.

1. Imminent Danger Signal – A verbal Lockdown call will be made over the PA system and over the two-way radios to signal staff to lock down. Remember, *RUN-HIDE-FIGHT in the event of an Active Assailant. RUN: If a safe path is available. HIDE: If you cannot get out safely. FIGHT: If your life is in danger.* An announcement will be made over the PA System to indicate when the lockdown will be lifted.
2. The school nurse will be in charge of emergency first aid: the library or other designated area will be utilized as a gathering place (if other than library, indicate gathering place: Gym
    a. In the nurse's absence, SRO will be in charge.
3. The Office Manager will maintain phone communication with the district office and Central Monitoring Station for internal communications.
4. The site Principal will serve as an emergency locator to notify parents, guardians, and/or doctors of injured persons.
5. The Principal or designee will identify a person to serve as public information contact under the direction of the District Communications Office
6. The Plant Coordinator will be responsible for locking all lavatory doors, cafeteria doors, office doors, and gates as directed.
7. Teachers who are unassigned should assemble in the staff lunchroom or other designated meeting room for instructions.
8. When the imminent danger signal is given, teachers should take the following actions:
    a. Proceed immediately to homerooms
    b. Direct as many students as possible into rooms
    c. Supervise the area outside the room until students are in rooms
    d. Lock doors and follow classroom emergency guide instructions
    e. Students in rooms are to be seated on the floor with sign-up sheets provided so that each student accounts for his/her presence in the room
    f. Notify the front office of any additional outbreaks
    g. Students are to remain in the classroom until the all-clear signal is given
9. In the event that gunfire is heard, everyone should be instructed to get under desks and away from windows.
10. School staff should stay until the crisis is declared over

State of California Government Code,
Chapter 8, Division IV, Title I

The State of California Government Code states that all public employees should become emergency service workers in the event of a declared emergency. This means that all school district employees will be required to work in this capacity in case a disaster occurs and a state of emergency is declared.

PHONE TREE

Once it is verified that a crisis exists, the building administrator or designee sets the phone tree in motion. When a crisis occurs during weekends, vacation periods, or when a large number of staff is away from the school, it will be necessary to transmit information via a phone tree. At other times, when crises occur when school is in session, only the people outside the school building need to be contacted via telephone.

Principal

Vice Principal-Safety Co-Ord.

Office Manager

Team Lead	Team Lead	Team Lead	Team Lead
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Recommendations and Assurances

The Parent Advisory Council (PAC) recommends this Comprehensive School Safety plan to the district governing board for approval, and assures the board of the following:

1. The PACI is correctly constituted and was formed in accordance with district governing board policy and state law.
2. Under California Education Code 32281, the PAC or its delegates formed a school safety planning committee with the minimum of the following members:
    - The principal or the principal's designee
    - One teacher who is a representative of the recognized certificated employee organization
    - One parent whose child attends the school
    - One classified employee who is a representative of the recognized classified employee organization
    - Other members, if desired
3. The PAC reviewed the content of the Comprehensive Safe School Plan and believes all requirements as outlined in the Fresno Unified School District Comprehensive Safe School Plan template have been met.
4. This school plan was adopted by the PAC on: 3/14/24.

Attested:

Nicole Rivera	Nicole Rivera	3/14/24
Typed name of school principal	Signature of school principal	Date
Riley Fox		3/14/24
Typed name of PAC Parent	Signature of PAC Parent	Date

STAFF CRISIS MANAGEMENT PLAN
(Site-specific safety procedures)

Please include in this section school site safety procedures and pertinent information from these procedures on the template pages in the Safe School Plan. It is recommended that you account for the School Resource Officer and Probation Officer on campus as well as the personnel that make up the multi-disciplinary team at your site.
These key individuals, as well as other personnel who provide services to students and staff on campus should review the Safe School Plan.

EMERGENCY RESPONSE PROCEDURES

Site specific response procedures should be included for the following:

1. Shelter In Place
2. Building Evacuation
3. Duck, Cover and Hold
4. Lockdown
5. Re-Unification Procedure

Each procedure should contain the following elements:

1. Verbal command used to initiate
2. Description of incidents that will trigger the emergency response
3. Description of action to be taken by teachers, students, and CRT
4. Procedure and signal to rescind emergency response

Aspen Public Schools
2-WAY RADIO PROCEDURES

IN CASE OF A BOMB THREAT, DO NOT ACTIVATE THESE RADIOS, AS THE FREQUENCY MAY ACTIVATE THE BOMB.

Our district system is licensed and monitored by the Federal Communications Commission for school business use. In an emergency, effective communication is crucial. Follow these guidelines for radio use:

- Only one signal can be on the frequency at a time. Be sure to monitor the system before transmitting.
- Minimize transmissions. Keep sentences short.
- Speak slowly and clearly into the radio.
- Use clear "sign-off" terms.
- During normal use, use only the channel assigned to your school.
- It is suggested that the Incident Commander use two radios. One for general staff/student monitoring and one for campus clearance procedures.

Aspen Public Schools
Threat Assessment
Procedures

Aspen Public Schools
THREAT ASSESSMENT PROCEDURES

E.C. 48900.7 **Suspension: Terroristic Threats**

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terrorist threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Add. Stats. 1997, Ch. 405)

California Welfare and Institutions Code 5150

When any person, as a result of mental disorder, is a danger to others, or to himself or herself, or gravely disabled, a peace officer, member of the attending staff, as defined by regulation, of an evaluation facility designated by the county, designated members of a mobile crisis team provided by Section 5651.7, or other professional person designated by the county may, upon probable cause, take, or cause to be taken, the person into custody and place him or her in a facility designated by the county and approved by the State Department of Mental Health as a facility for 72-hour treatment and evaluation.

Such facility shall require an application in writing stating the circumstances under which the person's condition was called to the attention of the officer, member of the attending staff, or professional person, and stating that the officer, member of the attending staff, or professional person has probable cause to believe that the person is, as a result of mental disorder, a danger to others, or to himself or herself, or gravely disabled. If the probable cause is based on the statement of a person other than the officer, member of the attending staff, or professional person, such person shall be liable in a civil action for intentionally giving a statement, which he or she knows to be false.

STEP ONE: EVALUATE THE THREAT

Referral to Administrator:

1. Obtain an account of the threat and the context from the student and witness
2. Write down exact threat
3. Obtain student's explanation of the threat's meaning and his/her intentions
   a. Threat directed toward others (homicidal)
   b. Threat directed toward self (suicidal)
4. Obtain witness perceptions of the threat's meaning
5. Administrator to begin consulting Site Threat Assessment Team (STAT) members
6. Administrator may place the student who made the threat on suspension while threat assessment is completed (up to 5 days of suspension).
7. Document information on the Student Threat Inquiry form (supplemental)
   a. Threat assessment/safety evaluation must be completed, immediately if deemed substantive.
   b. Threat assessment/safety evaluation must be completed within 2 days if deemed as transient.
   c. The outcome of threat assessment determines final disciplinary action (if appropriate).

STEP TWO: TRANSIENT OR SUBSTANTIVE?

STAT determines whether the threat is **transient** or **substantive**:

Factors to consider when determining type of threat:

- Age of student
- Capability of student to carry out the threat
- Student's discipline history
- Credibility of student and willingness to acknowledge his or her behavior
- Credibility of witness accounts

TRANSIENT	**SUBSTANTIVE**
Often are rhetorical remarks, not genuine expression of intent to harm	Express intent to physically injure someone else or self beyond the immediate situation
At worst, express temporary feelings of anger or frustration	There is at least some risk the student will carry out the threat to others or self
Usually can be resolved on the scene or in the office	Require that you take protective action, including warning intended victims and parent and/or protection of student from self-harm
After resolution, the threat no longer exists	May be legal violations and require police consultation
Usually ends with an apology or clarification	

Eleven Questions to Guide Data Collection in a Threat Assessment Inquiry

DOE and United States Secret Service Threat Assessment Guide

Star areas of concern	*Eleven Key Areas*
1.	**What are the student's motive(s) and goals?**
	• What motivated the student to make the statement or take the actions that caused him/her to come to attention?
	• Does the situation or circumstance that led to these statements or actions still exist?
	• Does the student have a major grievance or grudge? Against whom?
	• What efforts have been made to resolve the problem and what has been the result? Does the potential attacker feel that any part of the problem is resolved or see any alternatives?
2.	**Has the student shown inappropriate interest in any of the following?**
	• School attacks or attackers; weapons (including recent acquisition of any relevant weapon); incidents of mass violence (terrorism, workplace violence, mass murders). Ask about Columbine, Santana, etc.

3.	**Have there been any communications suggesting ideas or intent to attack?**
	• What if anything has the student communicated to someone else (targets, friends, other students, teachers, family, others) or written in a diary, journal, or Web Site concerning his/her ideas and/or intentions?
	• Have friends been alerted or "warned away"?
4.	**Has the student engaged in attack-related behaviors? These behaviors might include:**
	• Developing an attack idea or plan
	• Making efforts to acquire or practice with weapons
	• Casing or checking out, possible sites and areas for an attack
	• Rehearsing attacks or ambushes
5.	**Is the student's conversation and "story" consistent with his or her actions?**
	• Does information from collateral interviews and from the student's own behavior confirm or dispute what the student says is going on?

6.	**Does the student have the capacity to carry out an act of targeted violence?**
	• How organized is the student's thinking and behavior?
	• Does the student have the means; e.g., access to a weapon, to carry out an attack?
7.	**Is the student experiencing hopelessness, desperation and/or despair?**
	• Is there information to suggest that the student is experiencing desperation and/or despair?
	• Has the student experienced a recent failure, loss and/or loss of status?
	• Is the student known to be having difficulty coping with a stressful event?
	• Is the student now, or has the student ever been, suicidal or "accident-prone"?
	• Has the student engaged in behavior that suggests that he or she has considered ending their life?

8.	**Does the student have a trusting relationship with at least one responsible adult?**
	• Does the student have at least one relationship with an adult where the student feels that he or she can confide in the adult and believes that the adult will listen without judging or jumping to conclusions? (Students with trusting relationships with adults may be directed away from violence and despair and toward hope.)
	• Is the student emotionally connected to–or disconnected from–other students?
	• Has the student previously come to someone's attention or raised concern in a way that suggested he or she needs intervention or supportive services?
9.	**Are other people concerned about the student's potential for violence?**
	• Are those who know the student concerned that he or she might take action based on violent ideas or plans?
	• Are those who know the student concerned about a specific target?
	• Have those who know the student witnessed recent changes or escalations in mood and behavior?

10.	**What circumstances might affect the likelihood of an attack?**
	• What factors in the student's life and/or environment might increase or decrease the likelihood that the student will attempt to mount an attack at school?
	• What is the response of other persons who know about the student's ideas or plan to mount an attack? (Do those who know about the student's ideas actively discourage the student from acting violently, encourage the student to attack, deny the possibility of violence, passively collude with an attack, etc.?)
11.	**Does the student see violence as an acceptable–or desirable–or the only–way to solve problems?**
	• Does the setting around the student (friends, fellow students, parents, teachers, adults) explicitly or implicitly support or endorse violence as a way of resolving problems or disputes?
	• Has the student been "dared" by others to engage in an act of violence?

Aspen Public Schools
Valley-Meadow-Ridge

PART I. THREAT REPORTED

Instructions:
This form should be completed by the school threat assessment team following a preliminary assessment by the school administrator.

Administrator completing form:

Position:

School:

Source of report: ☐ Teacher, instructional staff ☐ Support staff (bus driver, cafeteria, maintenance) ☐ Student ☐ Anonymous ☐ Other (specify):

Date assessment completed:

Information on student making threat/engaging in concerning behavior:

Name of student:

Date of birth: Grade:

Address:

Home phone:

Emergency contact: Relationship:

Is there a history of violent behavior in school? ☐ Yes ☐ No ☐ Unknown

Is there a history of violent behavior away from school? ☐ Yes ☐ No ☐ Unknown

Is there a history of discipline referrals? ☐ Yes ☐ No ☐ Unknown

Other information:

Information about the threat/concerning behaviors:

Date threat occurred: Date administrator learned of threat:

Where the threat was made:

Who reported the threat:

What was reported (quote as closely as possible; use quotation marks to identify direct quotes):

Information on target/recipient(s) of threat:

Has the intended target and/or victim(s) been identified? ☐ Yes ☐ No

Name(s) and grade of victim(s):

Primary recipient(s) of the threat (check all that apply):
☐ Student ☐ Teacher ☐ Parent ☐ Administrator ☐ Other

PART II. FINDINGS FROM INTERVIEWS

Student Interview

What exactly was said or done:

What was meant by what was said or done:

Student's understanding of how what was said/done would make target feel:

Reason student said or did concerning act:

What student now plans:

Witness Interview

What exactly the student said or did:

What witness thinks student meant:

What witness thinks was motive for what student said/did:

Threat Recipient(s) Interview (if applicable)

What exactly the student said or did, if witnessed:

Nature of relationship with student; whether there is history of conflict or prior threats:

What recipient thinks was motive for what student said/did:

PART III. ANALYSIS OF FINDINGS

1. What are the student's motive(s) and goals?

2. Have there been any communications suggesting ideas or intent to attack?

3. Has the subject shown inappropriate interest in: ☐ school attacks or attackers ☐ weapons (including recent acquisition of any relevant weapon) ☐ incidents of mass violence (terrorism, workplace violence, mass murderers	If yes, describe:
4. Has the student engaged in attack-related behaviors such as ☐ developing an attack idea or plan ☐ making efforts to acquire or practice with weapons ☐ casing, or checking out, possible sites and areas for attack ☐ rehearsing attacks or ambushes	If yes, describe:

5. Does the student have the means to carry out an act of targeted violence?

6. Is the student experiencing hopelessness, desperation, and/or despair?

7. Does the student have a trusting relationship with at least one responsible adult?

8. Does the student see violence as an acceptable – or desirable – or the only – way to solve problems?

9. Is the student's conversation and "story" consistent with his or her actions?

10. Are other people concerned about the student's potential for violence?

11. What circumstances might affect the likelihood of an attack?

12. Are any of the following indicators of potential for violence present?

Indicators		**Comments**
Ideas or plans about injuring him/herself or attacking a school or persons at school	☐ Yes ☐ No ☐ Unknown	
Communications or writings that suggest that the student has an unusual or worrisome interest in school attacks	☐ Yes ☐ No ☐ Unknown	
Comments that express or imply the student is considering mounting an attack at school	☐ Yes ☐ No ☐ Unknown	
Recent weapon-seeking behavior, especially if weapon-seeking is linked to ideas about attack or expressions about interest in attack	☐ Yes ☐ No ☐ Unknown	
Communications or writings suggesting the student condones or is considering violence to redress a grievance or solve a problem	☐ Yes ☐ No ☐ Unknown	
Rehearsals of attacks or ambushes	☐ Yes ☐ No ☐ Unknown	

Elevated threat (admin, school counselor, school psychologist)

PART IV. DETERMINATION OF THREAT LEVEL

Check one:

☐ Imminent threat ☐ High risk threat ☐ Moderate risk threat ☐ Low risk threat

Basis for determination:

PART V. RESPONSE

Once the threat is classified, follow **all corresponding, prescribed responses specified below.**

Imminent Threat Response

Steps taken to contain the threat:

Low Risk Moderate Risk High Risk/Imminent

RESPONSES TO LOW RISK THREAT	RESPONSES TO MODERATE RISK THREAT	RESPONSES TO HIGH RISK/IMMINENT THREAT
☐ Consult with threat assessment team, as needed ☐ Contact subject student's parents and/or guardians, if necessary ☐ Notify intended victim(s)'s parents and/or guardians, if necessary ☐ See that threat is resolved through explanation, apology, or making amends ☐ Consult with Safety and Security specialist and/or SRO, if necessary ☐ Refer subject student for services to resolve problem, if appropriate ☐ Follow discipline procedures as per conduct policy ☐ Develop behavior intervention plan and/or contract, as appropriate ☐ Refer for school- or community-based services, as appropriate ☐ Assign a case manager to monitor student and status of intervention, as appropriate ***Documentation*** ☐ Complete appropriate Parts of Student Threat Assessment and Response Report and maintain with student's discipline record	☐ Mobilize threat assessment team ☐ Notify subject student's parents and/or guardians ☐ Provide direct supervision of subject student until parents and/or guardians assume control ☐ Caution the subject student about the consequences of carrying out the threat ☐ Protect and notify intended victim(s) and parents and/or guardians of victim(s) ☐ Consult with SRO to assist in monitoring/ supervising subject student and determining need for law enforcement action. ☐ Notify superintendent or designee ☐ Follow discipline procedures as per conduct policy ☐ If needed, refer subject student for mental health assessment ☐ Assign a team member to monitor student and status of intervention, as appropriate ☐ If warranted by findings of mental health assessment, develop/monitor safety plan. ***Documentation*** ☐ Submit report to [designated administrative office] within 72 hours of receipt of threat. ☐ Submit updated report every 30 days until resolution and closure of case ☐ Maintain threat assessment documentation in the Student Threat Assessment and Response Report.	☐ Notify law enforcement per regulation to contain threat; and consult with Safety and Security ☐ Mobilize threat assessment team ☐ Provide direct supervision of subject student until removed from campus by law enforcement or parent/guardian. ☐ Caution the subject student about the consequences of carrying out the threat ☐ Protect and notify intended victim(s) and parents and/or guardians of victim(s) ☐ Notify subject student's parents and/or guardians ☐ Notify superintendent or designee ☐ Follow discipline procedures as per conduct policy ☐ Refer subject student for mental health assessment, notifying parents of requirements for re-admission to school ☐ Assign team member to monitor student and intervention/safety plan. ☐ Develop/monitor safety plan ***Documentation*** ☐ Submit report to [designated administrative office] within 72 hours of receipt of threat. ☐ Submit updated report every 30 days until resolution and closure of case ☐ Maintain threat assessment documentation in the Student Threat Assessment and Response Report.

Print name of administrator: _____ Date:

Signature of administrator: _____

(Signature indicates agreement with identified level of threat and the above actions have been taken.)

Elevated threat (admin, school counselor, school psychologist)

PART VI. STUDENT THREAT ASSESSMENT AND RESPONSE REPORT UPDATE

Instructions:
*This section should be completed by the administrator **and** other team members such as the school psychologist, school social worker, or others, as appropriate, within one week of incident.*

Date of Update

Disciplinary action(s) taken:

Student suspended? ☐ Yes ☐ No

Student recommended for expulsion? ☐ Yes ☐ No

Student recommended for further disciplinary action and/or consideration? ☐ Yes ☐ No

Comment:

Special Education? If yes:

Recommendation to reconvene IEP team? ☐ Yes ☐ No

Develop Functional Behavioral Assessment and/or Behavior Intervention Plan for IEP? ☐ Yes ☐ No

If no, should the student be referred to Child Study or Local Screening? ☐ Yes ☐ No

Comment:

Actions with potential victim(s) of the threat or students impacted by the threat:

Case Manager Name:

Case Manager Job Title:

Offered or provided brief supportive counseling? ☐ Yes ☐ No ☐ Provided ☐ Declined

Communicated with victim(s) and parent(s) or guardian(s)? ☐ Yes ☐ No

Altered schedule to minimize contact with student who made the threat? ☐ Yes ☐ No

Advised victim(s) and/or parent(s) or guardian(s) of their right to contact police? ☐ Yes ☐ No

Name of staff member who provided this information:

Student services staff to monitor student at regular intervals? ☐ Yes ☐ No

Name of staff member who will monitor student:

Informed victim(s) and parent(s) or guardian(s) of re-entry date and plan for re-entry of student who made the threat, if applicable? ☐ Yes ☐ No

Additional Comments:

Actions with student making the threat:

Case Manager Name:

Case Manager Job Title:

Alter schedule to minimize contact with threatened student? ☐ Yes ☐ No

Student services staff to monitor? ☐ Yes ☐ No

Name of staff member who will monitor student:

School-based supportive counseling offered or planned? ☐ Yes ☐ No

Name/position of staff member who will provide counseling to student:

Referral for private or community-based mental health services? ☐ Yes ☐ No

Consult with any other agency? ☐ Yes ☐ No

Agency & Name of Contact:

Other actions planned:

Follow up and revision (admin, school counselor, school psychologist)

Print name of administrator: _____ Date:_____

Signature of administrator: _____
(Signature indicates agreement with identified level of threat and the above actions have been taken.)

PART VII. VERIFICATION OF CASE CLOSURE

This case has been resolved and necessary actions have been taken to provide support or assistance to the student who made the threat and to any impacted students.

Signature of case manager (if appropriate): _____ Date: _____

Signature of administrator: _____ Date: _____

Follow up and revision (admin, school counselor, school psychologist)

Fresno Unified School District

Notice of Intent to Submit a Renewal Charter Petition

Please submit the following Notice of Intent to the Charter Office a minimum of ***60 days in advance of the delivery of the petition***. This will assist our office in more effectively communicating and scheduling your board dates. Thank you.

Charter School Information			
Name:	Aspen Valley Prep Academy	Charter # 0662	Current Charter Expires: 06-30-2025
Instructional Start Date:	Month: TBD	Day:	Year: 2025-2026
	(Must be academic year immediately following petition submission)		

Non-Profit Organization Name (if applicable):	Aspen Public Schools, INC.		
Charter 501C3 Name (if applicable):	Aspen Public Schools, INC.		
Grade Levels:	TK-6th Grade	Total Projected Enrollment:	340

Designated Contact

Name:	Shelly Lether	Position:	CEO/Executive Director
Address:	567 W. Shaw Ave Fresno, CA 93704		
Telephone Numbers	Mobile: 559-470-4750	Office:	559-899-3176
Email:	shelly.lether@aspenps.org		

Lead petition writer contact information (*if different from above*)

Name:		Position:	
Address:			
Telephone Numbers	Mobile:	Office:	
Email:			

Are you planning to work with a charter management organization (CMO) or educational management organization (EMO)? Yes ☐ No ☒
If so, please provide contract information for CMO or EMO. Use additional pages, if necessary: _____

Will you be submitting an application to another authorizer? Yes ☐ No ☒
If so: Name of Other Authorizer: _____ Date Submitted: _____

Are there any "sister" charters? Yes ☐ No ☒ Include satellite location/resource centers.
If yes, indicate address of site(s):

Will there be any changes to the grade levels currently being served? Yes ☐ No ☒
If so, what are they? _____

Will the renewed petition reflect a change of location? Yes ☐ No ☒
If yes, indicate address of site(s): _____

Does your current location or proposed location require a lease? Yes ☒ No ☐
If yes, submit a draft of a boiler plate lease of the current or proposed location.

By signing this form, the Board of the above named charter is noticing the District of its intent to seek renewal of its current charter.

Print Name: Carlos Huerta Signature of Board President: _____ Date: 07/15/2024

Aspen Valley Prep Academy – Fresno Unified Authorized

Academic Performance Framework – California Department of Education (CDE)*

Response N/A when a section does not apply.

ELA & MATH: Is the school's achievement performance meeting state expectation? Are students making gains over time? How is this school compared to a similar FUSD school? Is the school providing an equitable education to all students in the area of state assessments? Is this school meeting petition goals in the area of state assessments?

CA Dashboard 2022*	CA Dashboard 2023*	Like school 2023 Dashboard *	Petition Goals / LCAP Goals	20-21	21-22	22- 23
ELA Performance: N size: **154** students Status: **Low** **25.4** points **below** standard **Maintained/Increased/Decreased** by **NA** points **Equity Group(s):** Very Low status: NA Low status: **Socioeconomically Disadvantaged, Hispanic**	ELA Performance: N size: 166 students Color/Status: Orange 25.6 points below/above standard Maintained by -0.2 points Equity Group(s): RED status: student group(s) N/A ORANGE status: student group(s) : Hispanic and Socio-economically disadvantaged	**ELA Performance level:**	**40%**	**N/A**	**39.11 %**	36%
MATH Performance: N size: **154** students Status: **Low** **37** points **below** standard **Maintained/Increased/Decreased** by **NA** points **Equity Group(s):** Very Low status: NA Low status: **Socioeconomically Disadvantaged, Hispanic**	MATH Performance: N size: 1166 students Color/Status: Orange 41 points below standard Decreased by 4 points Equity Group(s): RED status: student group(s) N/A ORANGE status: student group(s) Hispanic and Socio-economically disadvantaged	**Math Performance level:**	**25%**	**N/A**	**34.19 %**	34%
English Learner Progress N size: **24** EL students Making Progress towards Eng Lang Proficiency: **50** % Status: NA Progressed one ELPI level: **50%** Maintained ELPI Level 4: **0%** Maintained ELPI 1, 2L, 2H, 3L, 3H: **12.5%** Decreased one ELPI level: **37.5%**	English Learner Progress: N size: 30 EL students Making Progress towards Eng Lang Proficiency: 33.3% Performance Level: N/A Progressed one ELPI level: 33.3% Maintained ELPI Level 4: XX.X% N/A Maintained ELPI 1, 2L, 2H, 3L, 3H: 43.3% Decreased one ELPI level: 23.3%	**English Learner Progress**	**N/A**	**N/A**	**0%**	1%

Data Source (*if not from CDE*):

NOTES:

Chronic Absenteeism: Is the school providing an equitable education to all students in the area of chronic absenteeism? Is this school meeting petition goals in the area of chronic absenteeism? How is this school compared to a similar FUSD school?

CA Dashboard 2022*	CA Dashboard 2023*	Like school 2023 Dashboard *	Petition Goals / LCAP Goals	20-21	21-22	22- 23
Chronic Attendance: N size: **347** students Status: Very High Chronically Absent: **50.1**% **Equity Group(s):** Very High status: **African American, English Learners, Hispanics, Socioeconomically Disadvantaged, Students with Disabilities, White** High status: **NA**	Chronic Attendance: N size: 348 students Color/Status: yellow Chronically Absent: 31.9% Declined by 18.2% Equity Group(s): Red Status: student group(s) White Orange Status: student group(s) African American, English Learners, Students with Disabilities	**Chronic Attendance**	**10%**	**26.7%**	**50.1%**	32%

Data Source *(if not from CDE)*:

NOTES:

Suspension Rate: Is the school providing an equitable education to all students in the area of suspension? Is this school meeting petition goals in the area of suspension rate? How is this school compared to a similar FUSD school?

CA Dashboard 2022*	CA Dashboard 2023*	Like school 2024 Dashboard *	Petition Goals / LCAP Goals	20-21	21-22	22- 23
Suspension Rate: N size: **368** students Status: Medium Suspended at least once: **2.2**% **Equity Group(s):** Very High status: **NA** High status: **NA**	Suspension Rate: N size: 358 students Color/Status: orange Suspended at least once: 3.9% Increased by 1.7% Equity Group(s): Red Status: student group(s) N/A Orange Status: student group(s) African American, English Learners, Hispanic, Socio-economically disadvantaged, and White	**Suspension Rate**	**<1%**	**0%**	**2.2%**	3.9%

Data Source *(if not from CDE)*:

NOTES:

Graduation Rate: Is the school providing an equitable education to all students in the area of graduation rate? Is this school meeting petition goals in the area of graduation rate? How is this school compared to a similar FUSD school?

CA Dashboard 2022*	CA Dashboard 2023*	Like school 2023 Dashboard *	Petition Goals / LCAP Goals	20-21	21-22	22- 23

Graduation Rate N/A students N/A Cohort graduated N/A graduated Equity Groups: N/A	**Graduation Rate:** N size: N/A students Color/Status: N/A Graduated: N/A **Maintained** by N/A **Equity Group(s):** **Red** Status: N/A **Orange** Status: N/A	**Graduation Rate:**	**N/A**	**N/A**	**N/A**	**N/A**
Data Source *(if not from CDE)*: NOTES:						

College/Career: Is the school providing an equitable education to all students in the area of college/career? Is this school meeting petition goals in the area of college/career? Does the school prepare students for post-secondary options? How is this school compared to a similar FUSD school?

CA Dashboard 2022*	CA Dashboard 2023*	Like school 2023 Dashboard *	Petition Goals / LCAP Goals	20-21	21-22	22- 23
College/Career: N/A	**College/Career:** N size: **N/A** students Color/Status: N/A **Equity Group(s):** **Red** Status: N/A **Orange** Status: N/A	**College/ Career:**	**N/A**	**N/A**	**N/A**	**N/A**
Data Source *(if not from CDE)*: NOTES:						

Student Groups:	2021-22	2022-23	2023-24
Overall Enrollment	336	324	347
Gender	M: 179 F:157	M: 170 F: 154	M: 185 F: 162
Reclassified EL's	0	4	8
SPED	33 (9.8%)	31 (9.6%)	36 (10.4%)
Foster Youth	10 (3%)	6 (1.9%)	3 (0.9%)
Homeless	22 (6.5%)	31 (9.6%)	47 (13.5%)
SED	251 (74.7%)	250 (77.2%)	268 (77.2%)
Migrant	0	0	0

As of CBEDS day

Charter Petition Requirements Checklist

Please use the table below to indicate **where each** of the required elements can be found in the Charter Petition. The Charter Petition will be reviewed pursuant to California Education Code § 47605, et sec.

GENERAL REQUIREMENTS		
ITEM	*SECTION*	*PAGE*
Admission policies and procedures	Element H	82
Comprehensive review of admission policies	Element H	82
Admission to all who want to attend	Affirmations and Declaration	5
Description of exact process of how public random drawing is conducted	Element H	82
Parent consultation – notices to parents and community on not counseling out students	Affirmations and Declaration	5
Means to achieve balance of racial/ethnic pupils, special education pupils, and English learner pupils	Element G	80
Exclusive employer	Affirmations and Declaration	5
Type of facility required	Miscellaneous Charter Provisions	115
School closure procedures	Element O	113
Notice to District – students leaving charter	Affirmations and Declaration	5
Location of facility	Miscellaneous Charter Provisions	115
Attendance alternatives	Element L	109
Affirmations	Affirmations and Declaration	5
Potential effects on the District	Miscellaneous Charter Provisions	115

EDUCATIONAL PROGRAM (A)		
ITEM	*SECTION*	*PAGE*
Educational program description – include Transitional Kindergarten/Independent Study description if applicable and enter N/A if not.	Element A	19
Measurable pupil outcomes including method for measuring outcomes.	Element B	52
Local Control Accountability Plan (LCAP)	Element B	52
Annual goals & actions – subgroup goals	Element B	52
Assessment tools	Element C	53
State priorities – EC § 52060	Element B	52
Transferability of high school courses	N/A	N/A
Student Assessment	Element C	53
Academically low achieving students	Element A	19

Fresno Unified School District

Charter Petition Requirements Checklist

ENGLISH LEARNERS (Also use Oversight Petition Review Matrix feedback)		
ITEM	*SECTION*	*PAGE*
Program description	Element A	19
Identification	Element A	19
Reclassification	Element A	19
Curriculum and materials	Element A	19

INDEPENDENT STUDY		
ITEM	*SECTION*	*PAGE*
Annual audit process	N/A	N/A
Ratio of ADA to FTE	N/A	N/A
Written policies	N/A	N/A
Teacher credentials	N/A	N/A

FISCAL VIABILITY		
ITEM	*SECTION*	*PAGE*
Operational budget – first year	Appendix	Item 1
Employee qualifications	Element E	64

PERSONNEL		
ITEM	*SECTION*	*PAGE*
Employee qualifications	Element E	64
Credential requirements	Element E	64
Return rights of employees	Element M	110
Key positions	Element E	64
Requirements for employment	Element E	64
Retirement systems	Element K	108
Employee benefits, focusing on retirement i.e. social security, STRS, PERS.	Element K	108

STUDENTS WITH DISABILITIES		
ITEM	*SECTION*	*PAGE*
Special Education Plan	Element A	19
Section 504 Plan	Element A	19

Fresno Unified School District

Charter Petition Requirements Checklist

STUDENT DISCIPLINE		
ITEM	*SECTION*	*PAGE*
Suspension	Element J	88
Expulsion	Element J	88
Updated language regarding involuntary dismissal from school	Element J	88
Updated due process language	Element J	88

DISPUTE RESOLUTION		
ITEM	*SECTION*	*PAGE*
Description of Process	Element N	111

RENEWAL/MATERIALS REVISIONS		
ITEM	*SECTION*	*PAGE*
Description of new requirements	N/A	Updates included throughout the document
Minimum renewal standards	Charter Renewal Criteria	10

Fresno Unified School District

FACILITIES AND FUTURE PLANS

FACILITIES/ADA	
Is the facility meeting the needs of your staff and students?	Y■/N☐
Will the facility continue to accommodate your growth needs?	Y■/N☐
If applicable, is your current lease still valid?	Y■/N☐
Does your lease extend through the end of your requested charter renewal term?	Y■/N☐

If the lease does not extend through the end of your charter term, please describe your plans for a facility solution which includes either:

- A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or
- A memorandum of understanding, signed by the building owner that describes the status of negotiations with your organization regarding the possible lease or purchase of the building. Describe any foreseeable conditions, circumstance or considerations that would affect the decision and specify a date by which a decision to lease or sell is likely.

Describe the condition of your current facility. The current facility is in good repair and meets the overall needs of our school community. Regular maintenance is conducted to ensure that all systems, including HVAC, plumbing, and electrical, are functioning properly. While the campus is generally suitable for our operations, there are some minor upgrades and improvements that have been identified to enhance the learning environment. These upgrades may include cosmetic updates, such as repainting, updating flooring in certain areas, or modernizing classroom technology. Additionally, we periodically review the condition of the facility to address any emerging needs and to plan for future enhancements that align with our growth and educational goals.

What procedures are in place for handling facility repairs? To handle facility repairs, we work with trusted vendors who are familiar with our facilities and understand our specific needs. If an issue arises, staff members are required to submit a help ticket through our designated system, Incident IQ. This ensures that all requests are documented, tracked, and prioritized according to urgency. Once a ticket is submitted, it is reviewed by the designated staff, who assess the situation and coordinate with the appropriate vendor for timely service or repair. This structured approach allows us to address facility concerns promptly while minimizing disruption to school operations.

FUTURE PLANS

- *As applicable:* Describe any **material revision** to your charter and rationale for the changes. **This request will be considered as part of the renewal process, but must be on the Agenda as a separate Board item.**
- Material revisions include, but are not limited to, adding additional grades, potentially growing student enrollment beyond capacity, changing the school's mission, purchasing a new facility, adding on additional sites, etc.
- In order to have the material revision to your charter approved, your school needs to:
  - State the revision(s) the school's governing board wishes to make to the charter;
  - Describe the reasons for the request(s); and
  - Describe the changes in the operations of the school that will be impacted by the proposed revision(s). Indicate how student enrollment, curriculum, staffing, governance, facilities, and budget may or will be impacted in the current school year and in the subsequent school years.
- If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with parents.
- If appropriate, describe how student achievement may be impacted by the proposed revision(s).

September 1, 2024

Fresno Unified School District
Board of Education
2309 Tulare Street
Fresno, CA 93721

Dear Fresno Unified School Board of Trustees:

I am writing to express my support for the Aspen Valley Prep and Aspen Meadow Public charter renewals.

I have had the privilege of watching the Aspen Charter Schools develop their purpose and approach to serving the children of our region ever since they launched their charter. As Chair of the Division of Teacher Education at Fresno Pacific University, I followed their work closely. We placed student teachers and Interns at Aspen. I observed these new educators while they were completing their credential requirements. These observations gave me an opportunity to see first-hand the unique and holistic educational design of Aspen and to experience the warm, welcoming, and respectful culture of the school.

The Director acknowledges the impact of Aspen's community partnerships on the students and families which they serve. Aspen's schools have implemented a robust Expanded Learning Program, partnering with Fresno State Teaching Fellows, adding 30 days to the school year and opening until 6 p.m. each day. Since 2012, they have also partnered with Fresno Mission's Rescue the Children by enrolling and supporting homeless students and their mothers. Other partnerships include Fresno County Superintendent of School's All4Youth mental health services, See2Succeed for visual health and free eye exams, and Family Leadership, Inc. for family engagement and parent training.

In my current role as FUSD Community Schools Implementation Coordinator, I have had the privilege of watching Aspen emerge as one of the strongest, centered Community Schools within our region. Their innovative partnership with City Center has impacted many districts within the county. I have watched Aspen for many years and am confident that the organization will continue to have a transformative impact on students and their learning.

Warm regards,

Linda Hoff, Ph.D

To whom it may concern:

I have been at Aspen Valley parent now for 12 years. When I began looking for a school for my oldest Cyrus , who is now in 11th grade at Aspen Ridge, I knew he needed a school that focused on small class sizes and a whole student approach to learning. Has inattentive ADHD and a non verbal processing disorder. So while he may look like he is listening intently he can be lost in his own world. Being in a large classroom he would get lost. He has always been exceptionally smart but needed help accessing his true potential. The teachers and speech therapists at Valley pour in to him and he is thriving. He has since graduated out of speech and only needs minimal accommodations. He is enrolled in the dual enrollment program where he is working towards his AA as well as his high school diploma and has a 3.8 gpa. Aspen Valley made him strong.

Aspen Valley also taught him how to be a leader and stand up for things he believes in. He also has very strong friendships that began in kindergarten at Valley. He and his 2 best friends from Valley serve on the student leadership team. He is the guy behind the camera and editing all the announcements. Without the confidence he gained from his valley team he never would have stepped out of his comfort zone and became the man he is today.

When it came time for my youngest to start school, Valley was the only choice for us. Azul, who is extremely smart and curious, began reading in TK. When she got to kindergarten her teacher found ways to let her help her classmate so she wouldn't get bored. She seeks ways to help others and be kind to all. Her aides know if a child is struggling to make friends Azul is the kid to ask. She feels a deep sense of belonging and knows she can turn to any adult on campus for help. Aspen Valley truly is making my children well rounded people ready to conquer the world.

Sincerely,

Carol Villagrana

Carol Villagrana Aspen Valley partent

VALERIE VUICICH

July 30, 2024

Felicia Olais, M. Ed.
Director, Charter Office
Fresno Unified School District
2309 Tulare Street
Fresno, CA, 93721

Dear Ms. Olais,

My name is Valerie Vuicich, and I am a retired K-12 administrator who previously served on the governing board of a local high school charter (Career Tech Educational Charter – CTEC) through the Fresno County Superintendent of Schools Office. I participated in the workgroup that wrote and submitted the charter application as well as supported the educational program on an ongoing basis through my department's staff as well. I understand the rigor and high standards of establishing and maintaining a quality program for the students and families that choose a charter school for their educational experience. My interactions with the leadership team of Aspen Valley Prep have demonstrated to me that their program is sound, students' needs are being met and students are succeeding in this educational environment. I support the renewal of their charter by the Fresno Unified School District.

Sincerely,

Valerie Vuicich

6581 N. Sherman Ave, Fresno, CA 93710 (559) 696-5626 c vvuicich@gmail.com

To Whom It May Concern,

The reason that I stayed at Aspen schools for so long is because of the small class sizes which I like personally because you can have one-on-one time with the teacher and get help from others since everyone is close as classmates. I also think that Aspen Ridge is a great school because it is academic based so there is more time to work on the important stuff before anything else.

The supportive and tight-knit community at Aspen schools has provided me with a sense of belonging and a supportive environment for learning. The small class sizes have allowed for more personalized attention from teachers and have contributed to a strong sense of friendship among classmates. Additionally, the emphasis on academic excellence at Aspen Ridge has motivated me to prioritize my studies and strive for success in my educational pursuits. Overall, I believe that Aspen Ridge is a good school because of its academic excellence and its nurturing community which is why I decided to stay there for so long. The supportive and nurturing environment at Aspen schools has not only helped me academically, but it has also played a significant role in my personal growth. The small class sizes have allowed me to develop meaningful relationships with my peers and teachers, creating a strong support system that has been invaluable to me during my time at Aspen Ridge. The emphasis on academic excellence has instilled in me a strong work ethic and a drive to achieve my best in all of my educational goals.

These qualities have had a lasting impact on me and have contributed to my overall positive experience at Aspen schools. The engaging and focused learning environment at Aspen Ridge has equipped me with the skills and knowledge necessary to succeed in my future academic and professional pursuits. This school has truly provided me with a solid foundation for my future, and for that, I am grateful.

Sincerely,

Samantha Parra

Samantha Parra

10th Grade Aspen Ridge Student

To Whom This May Concern;

I have benefited from being at Valley Prep in more ways than one. Ever since I went there in 3rd grade, I was met with a few people who instantly took me under their wing and I became great friends with them. I felt that I would struggle with meeting new people at the school, but many teachers and students were very kind and I was able to quickly feel at home. My time on the Student Lighthouse Team was also a great experience. I got a lot of experience setting up events and teaching me leadership skills at a young age. The students and Teachers on the Lighthouse Team were great and they helped me learn a lot in my first few years at Aspen. My 6th and 7th Grade years were interesting to say the least. We had an experimental time with the fact everything was on lockdown and we were trying to figure things out. But despite all of this I had a great time during quarantine. The teachers were nice and they still held us accountable despite us learning from home.

My time at Aspen wasn't there. However, I stayed around and after all of covid was over, I went to the new high school Aspen Ridge. Though I'm still there now I have made many great memories, and the students in my class have been kind and the teachers are very supportive. I can't wait to see what my future here has in store!

Sincerely,

Alex Coleman
11th Grade Aspen Ridge Student

August 1, 2024

Fresno Unified School District Board of Directors
2309 Tulare St.
Fresno, CA 93721

Dear Fresno Unified School Board:

In 2012, our Rescue the Children ministry for mothers and children partnered with Aspen Public Schools to provide a high-quality educational program in a small school setting. From the very beginning, we knew it was the right decision. The children enrolled in an Aspen charter seemed happier. They thrived socially and emotionally and made progress academically. It was evident that the teachers genuinely cared for the students, consistently going the extra mile to support the families.

One of Aspen's schools, Aspen Ridge 7-12, is our tenant at City Center. We were happy three schools were awarded the California Community Schools grants. We look forward to continued partnership and believe there are endless opportunities for future partnerships.

Please accept this letter as a strong endorsement of Aspen Public Schools, recognizing its significant contribution to our families. We are confident that Aspen Public Schools will continue to enrich our children's lives.

Sincerely,

Matt Dilldine

Priscilla Robbins

EDCOE
EL DORADO COUNTY OFFICE OF EDUCATION
Dr. Ed Manansala - El Dorado County Superintendent of Schools

EL DORADO CHARTERSELPA
Special Education Local Plan Area

July 25, 2024

Shelly Lether
CEO/Founder
Aspen Public Schools, Inc.
4221 N. Hughes Avenue
Fresno, CA 93705

Sent via Email

Re: Aspen Public Schools, Inc.

To whom it may concern,

Aspen Public Schools, Inc., which includes Aspen Meadow Public, Aspen Ridge Public and Aspen Valley Prep Academy, has been a member of the El Dorado County Charter SELPA since July 2015. Aspen Public Schools, Inc. is an organizational member in good standing and has demonstrated the commitment and capacity to function as LEAs for special education services.

Please contact me if you have any questions.

Sincerely,

Ginese Quann

Ginese Quann
Executive Director

GQ:ln

cc: Mao Misty Her, Interim Superintendent, Fresno Unified

California State Senate

SENATOR
SHANNON GROVE
TWELFTH SENATE DISTRICT

CAPITOL OFFICE
1021 O STREET, SUITE 7150
SACRAMENTO, CA 95814
TEL (916) 651-4012
SENATOR.GROVE@SENATE.CA.GOV

DISTRICT OFFICES
5701 TRUXTUN AVE., SUITE 150
BAKERSFIELD, CA 93309
TEL (661) 323-0443

567 WEST SHAW AVE., SUITE A-3
FRESNO, CA 93704
TEL (559) 243-8580

July 24, 2024

Mrs. Susan Wittrup, Board President
Fresno Unified School District Board of Education
2309 Tulare Street
Fresno, CA 93721

Dear Board President Wittrup,

As a committed advocate for school choice and a proud representative of our community, I continually seek to improve educational opportunities for our residents. Aspen Valley Prep has been an integral part of our community for 20 years, and Aspen Meadow has been a valuable addition since 2016, serving some of Fresno's most vulnerable students.

Aspen Public Schools has consistently shown dedication to academic excellence and creating a supportive environment where students can thrive both academically and personally. The faculty and staff at Aspen Public Schools are devoted to providing a quality education that equips every student for success in higher education, their careers, and beyond.

I support the renewal petitions of Aspen Valley and Aspen Meadow and believe they are both invaluable assets to our community. These schools are crucial to our community's educational landscape. Their comprehensive approach to education, which includes rigorous academics and diverse extracurricular activities, ensures that students are well-prepared to excel in today's competitive environment.

Please accept this letter of support for Aspen Public Schools as an affirmation of its importance to our community. I am confident they will continue to positively affect our students' lives and prepare them to be future leaders in Fresno.

Should you have any questions, please feel free to reach out to my office at (559) 243-8580. Thank you for your consideration.

Sincerely,

Shannon Grove
Senator, 12th District

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA El Dorado County Charter SELPA (0951) **Fiscal Year** 2024-25

Certification 5: Local Educational Agency

IMPORTANT: Certification 5 is required when the information being submitted to the California Department of Education (CDE) by each participating agency's superintendent (for a district and county office of education (COE) local educational agency (LEA)), or by each chief administrator (for a charter LEA) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

LEA Aspen Valley Prep Academy

Cert 5-1. Special Education Local Plan Area Governance Structure

The LEA certifies the SELPA Local Plan is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA must administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations. The superintendent or chief administrator certifies the LEA is participating in a:

☐ Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or

☒ Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or

☐ COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

For a multiple LEA SELPA or a COE joined SELPA

I certify that joint powers agreements, or other contractual agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and entities participating in the Local Plan. These agreements address all requirements of the *EC* Section 56195.1(b) and (c) for the provision of (1) a governance structure and administrative supports necessary for implementation; (2) a system for determining the responsibilities of participating LEA members for educating students with disabilities; and (3) the designation of an administrative entity.

I certify additional written agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and all entities participating in the Local Plan pursuant to *EC* Section 56195.7.

Local Plan Submission

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA El Dorado County Charter SELPA (0951) **Fiscal Year** 2024-25

All agreements are maintained by the SELPA and will be made available upon request to the CDE.

Cert 5-2. Local Educational Agency Local Plan Web Posting

The LEA superintendent (for a district or COE LEA) or chief administrator (for a charter LEA) ensures the current Local Plan, Section B: Governance and Administration, Section D: Annual Budget Plan, and Section E: Annual Service Plan, including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA Local Plan, including all sections, is posted.

https://tinyurl.com/mr4cnvaw

Cert 5-3. Submission Certification Requirements for LEAs

Certification 5 must be signed by the LEA superintendent (district LEAs) or chief administrator (charter LEAs).

1. All district and charter LEAs must sign a Certification 5 if the Local Plan submission is for an annual amendment (due June 30) for Sections D: Annual Budget Plan, or Section E: Annual Services Plan.
2. If the submission is an amendment to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan submitted during the current fiscal year, then only the newly affected LEAs are required to submit Certification 5 with the amendment(s).
3. If the submission is an amendment to Local Plan Section B: Governance and Administration, then all SELPA member LEAs must submit a newly signed Certification 5.

Authorized Signature

Shelly Lether

LEA Superintendent/Chief Administrator

9/18/2024

Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM B-4**

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Present, Discuss, and Conduct the Quarterly Board Self-Evaluation

ITEM DESCRIPTION: The Board will participate in a discussion facilitated by Sue Deigaard from the Council of the Great City Schools.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-5**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Personnel List

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

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

PREPARED BY: Malati Gopal

DIVISION: Human Resources

CABINET APPROVAL PHONE: (559) 457-3713

CABINET APPROVAL: Chief of Human Resources/Labor Relations David Chavez

INTERIM SUPERINTENDENT APPROVAL:

BOARD OF EDUCATION APPENDIX

Fresno Unified School District

Date: 10/23/2024

The Interim Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2024-2025.

ELECTIONS

Certificated Personnel

Classified Personnel

1036809	Acevedo	Yvonne	Assistant, Noontime	Mccardle Elementary	9/25/2024

Management Classified

DISSMISSALS

Classified Personnel

1045845	Bustamantes	Jesica	Assistant, Noontime	Hamilton K-8	8/29/2024
1069836	Saldate Jr	Paul	Custodian	Mccardle Elementary	8/29/2024

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1004494	Holliday	Nancie	Teacher, Elementary	Balderas Elementary	6/26/2025

Classified Personnel

1076772	Clarke	Darrell	Driver, Bus	Transportation	9/30/2024
1031127	Garcia	Rodolfo	Plant Coordinator II	Terronez Middle	9/30/2024
1017359	Kendrick	Rosemary	Paraprof, Mild/Moderate Support Needs	Addams Elementary	12/20/2024
1020346	Muniz	Samuel	Specialist, Irrigation	Maintenance And Operations	9/30/2024
1035616	Urrutia	Patricia	Nutrition Services Assistant	Nutrition Services	3/31/2025
1007621	Vasquez	Stephanie	Specialist, School Safe & Sec	Security Office	12/31/2024
1023447	Yang	Mai	Paraprof, Child Development	Fremont Elementary	10/1/2024

Management Classified

1083819	Gunn	Walter	Executive Director	Security Office	9/30/2024
1013739	Quarles Treadwell	Felicia	Administrator, Hum Res/Lab Rel	Human Resources	1/5/2025
1085601	Venegas-ildefonso	Marisela	Nurse, Vocational License	Health Services	9/6/2024

PROMOTIONS

Classified Personnel

1066660	Mitchell	Racheale	Technician, Student Transfer	Transfers Office	9/30/2024

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-7**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the October 09, 2024, Board of Education regular meeting.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:

BOARD OF EDUCATION
REGULAR MEETING
4480 N. BRAWLEY AVENUE
NUTRITION SERVICES
FRESNO, CA 93722
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
October 09, 2024
Fresno Unified School District, Nutrition Services, 4480 N. Brawley Avenue, Fresno, CA 93722.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on October 09, 2024, there were present Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup. Interim Superintendent Mao Misty Her was also present.

Board President Wittrup CONVENED the Regular Board Meeting at 4:32 p.m.

For the record, Member Cazares arrived at 4:33 p.m., Member Islas arrived at 4:39 p.m., and Member Thomas at 4:41 p.m.

PLEDGE OF ALLEGIANCE

Ambra O'Connor led the Flag Salute on behalf of Emily Epperly who was out due to illness.

For the record, Board President Wittrup announced staff pulled from the Consent Agenda item C-8, APPROVE Agreement with Community Responsive Education; therefore, no discussion or action took place on item C-8.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

A. RECEIVE INFORMATION & REPORTS

For the record, there were no items for this section of the agenda.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:33 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 6:02 p.m.

For the record, Board President Wittrup announced staff pulled from the Consent Agenda item C-8, APPROVE Agreement with Community Responsive Education; therefore, no discussion or action took place on item C-8.

RECOGNIZE Student Board Members for the 2024/25 School Year

The Board and Interim Superintendent welcomed the Student Board Members for the 2024/25 School Year. Lykamae Alacar, Sunnyside High School; Emily Epperly, Fresno High School; alternates Kasandra Alvarado Lopez, Design Science Middle College High School; and Joshua Felipe, Patiño School of Entrepreneurship.

Reporting Out of Closed Session

- On a motion by Board Clerk Davis, seconded by Board member Cazares, the board acted in closed session on Resolution #25-23 approving the dismissal charges of a permanent classified employee by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.
- On a motion by Board Clerk Davis, seconded by Board Member Jonasson Rosas, the Board voted in closed session to accept the panel recommendations on a student record challenge appeal by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.
- On a motion by Board Clerk Davis, seconded by Board Member Jonasson Rosas, the Board voted in closed session to accept the panel recommendations on a student record challenge appeal by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.
- On a motion by Board Clerk Davis, seconded by Board Member Cazares, the Board voted in closed session to promote Abraham Olivares to Executive Officer in Diversity, Equity, and Inclusion, by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.

B. CONFERENCE/DISCUSSION AGENDA

B-1, PRESENT and DISCUSS Strategies to Improve Student Outcomes

For the record, the Board received zero (0) requests from the public to address the Board on agenda item B-1.

For the record, Board members had comments/questions pertaining to agenda item B-1. A summary is as follows:

Member Jonasson Rosas requested clarity related to the terms of response to intervention and academic intervention. Member Jonasson Rosas asked how this looks different in a dual immersion classroom.

Member Thomas asked what strategies are used to help students in grades nine through twelve that may be struggling in math.

Clerk Davis asked, in relation to the thinking classrooms, what is the secret sauce, what makes this strategy work.

Member Cazares commented that it is crucial to Member Cazares that teachers are involved in the collaboration process when making changes to instruction. Member Cazares commented on hearing from principals that sometimes the cost to cover a program has to come out of school site funds and asked the administration to find a way to financially support sites.

Member Islas referenced slides 14 and 15 and requested clarity related to the use of percentages versus points. Member Islas asked how we learn from the bright spots and then inform others and requested examples as well. Member Islas asked if the same level of opportunity is available to all teachers across all grade levels and if these types of cross walks are being created for specialty schools. Member Islas commented on the sharing of the data and provided a shout out to the McLane English teachers.

President Wittrup thanked staff for the presentation and examples of how research-based strategies are being utilized.

Member Jonasson Rosas offered a suggestion to staff to provide networking opportunities, informal structures for people to get to know their peers. Member Jonasson Rosas requested to see data on schools that may be regressing not to shame them but to discuss how those sites might be helped.

Member Thomas requested data for schools that may be regressing as well, a side-by-side of last assessment. Member Thomas asked if teachers were using the program Beyond the Basics.

For the record, Interim Superintendent Her, Marie Williams, Ed.D., Principal Anderson of Sunnyside High School, and Principal Ramirez of Greenberg Elementary School were available to provide clarity.

B-2, PRESENT, DISCUSS, and HOLD a Public Hearing in the Matter of the University High School Charter Renewal Petition

For the record, Member Levine read a statement as follows:

> "Agenda item B-2 on tonight's agenda, pertains to the University High School Charter Renewal Petition. University High School is located on the campus of California State University, Fresno and I am employed by Fresno State.
>
> Because of my employment with Fresno State, I have a remote financial interest in this item.
>
> Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270."

For the record, Member Levine left the dais prior to presentation of item.

For the record, Board President Wittrup opened the public hearing at 6:52 p.m.

For the record, the Board received seven (7) requests to address the Board on agenda item B-2. The individuals' name and a summary of topic are as follows:

1. Olivia Dean: Spoke in support of University High School.
2. Abigail Dean: spoke in support of University High School.
3. Sarah Dean: Spoke in support of University High School.
4. Emma Dean: Spoke in Support of University High School.
5. Nichole Walsh: Spoke in support of University High School.
6. Leo Jimesanagnos: Spoke in support of University High School.
7. Kyle Zheng: Spoke in support of University High School.

For the record, Board members had comments/questions pertaining to agenda item B-2. A summary is as follows:

Clerk Davis requested clarity as to University High School's demographic comparison, specifically in relation to special education, economically disadvantaged, and English learner enrollment. Clerk Davis request clarity as to Title I funds and how University High School deals with fees.

Member Jonasson Rosas commented that a challenge for Member Jonasson Rosas is University High School does not match the population of Fresno Unified in terms of social/economically disadvantaged students and requested clarity on University High School's suggested donations. Member Jonasson Rosas asked if

transportation is provided if afterschool programs are provided. Member Jonasson Rosas would like the demographics for students in the categories of foster youth, English learners, homeless, and special education to be reflected in University High School's population as well.

Member Islas commented on beings surprised to see a slide in the presentation that said the program is free and asked if there is a cost for students to participate, if there is a waiting list. Asked if the wait list refreshed each year or if students on the waiting list had to reapply. Requested information on foster youth and homeless students. Requested clarity as to requirements to attend University High School if there was an academic requirement to be met.

Member Cazares asked how students on the waiting list are chosen.

President Wittrup asked what the furthest distance is students have traveled to attend.

For the record, Felicia Olais and Susan Hatmaker were available to provide clarity. Jeffie Esparza Hickman, Superintendent/Principal, Aaron Morgan, Vice Principal, and Jim Scheible, Charter Renewal Consultant were available as well.

For the record, Board President Wittrup closed the public hearing at 7:33 p.m.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero (0) requests to address the Board on the Consent Agenda.

On a motion by Board Member Islas, seconded by Board Member Jonasson Rosas, the Board approved the Consent Agenda except for agenda item C-8 which was pulled from the consent agenda, and C-12 and C-16 which was pulled for further discussion, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

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

C. CONSENT AGENDA

C-3, APPROVE Personnel List

APPROVED as recommended, the Personnel List, Appendix A, as submitted

C-4, ADOPT Findings of Fact and Recommendations of District Administrative Board

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular meeting of the Board held September 25, 2024.

C-5, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the September 25, 2024, regular meeting of the Board of Education.

C-6, ADOPT Resolution 25-15, Certifying Course-Based Independent Study, Farber Independent Studies, and Online School

ADOPTED as recommended, Resolution 25-15, Certifying Course-Based Independent Study at Farber Independent Studies, and Online School for the 2024/25 school year.

C-7, ADOPT Resolution 25-20, Recognizing the Month of October as National Cyber Security Awareness Month

ADOPTED as recommended, Resolution 25-20, Recognizing the Month of October as National Cyber Security Awareness Month.

C-8, APPROVE Agreement with Community Responsive Education

ITEM PULLED BY STAFF, no discussion or action taken.

C-9, APPROVE Award of RFP 25-06, Climate-Smart Foods–Proteins

APPROVED as recommended, information on Request for Proposals (RFP) 25-06, Climate-Smart Foods–Proteins, to establish fixed pricing on Climate-Smart menu items for delivery to Nutrition Services. The term is one-year with the option to extend for two additional one-year periods beginning November 01, 2024. Approval of the following vendor is recommended: Cream Co. Meats (Oakland, California) estimated annual amount of $357,000.

C-10, APPROVE Board of Education Shared Agreements

APPROVED as recommended, the Board of Education shared agreements. The shared agreements are an essential component of the Student Outcomes Focused Governance work with the Council of Great City Schools.

C-11, APPROVE Board Item Submission Timeline

APPROVED as recommended, the Board Item Submission Timeline. The timeline is one component of the Student Outcomes Focused Governance work with the Council of Great City Schools.

C-12, APPROVE Potential 2024 Bond Measure Project Priority Lis

APPROVED as recommended, the staff recommended potential 2024 Bond Project List and Priorities. Future project implementation will depend on project definition and scoping, funding availability and Board approval.

For the record, Board members had comments/questions pertaining to agenda item C-12. A summary is as follows:

Member Thomas thanked Mr. Idsvoog and commented that it is hard to work for seven people with different ideologies and ideas of what equity looks like. Member Thomas commented on being grateful the equity calculator was used, for the most part, as the Board wanted. Member Thomas requested clarity as to turf, track, and lighting.

Member Thomas thanked Interim Superintendent Her for keeping the information at the forefront. Member Thomas commented this is not political for Member Thomas because all students need to be served.

President Wittrup thanked Mr. Idsvoog for responding to the questions submitted which came directly from voters.

President Wittrup commented as follows, "I can not support this item because the project list is coming for approval after voting has already started. I do not feel the public has had ample opportunity to participate and ask questions."

Member Jonasson Rosas commented that the potential priority project list she has contains the turf, track, and lighting item asked about by Member Thomas. Member Jonasson Rosas commented that Roosevelt may not need the full $15 million allocated for turf, track, and lighting and would like any remaining unexpended funds from the $15 million allocated to Roosevelt to go to the next school on the list which is Lowell and requested the motion to include that language.

Member Islas requested clarity on the motion.

Member Thomas changed the original motion to include the request by Member Jonasson Rosas that any of the $15 million not expended on Roosevelt's turf, track, and lighting go to Lowell because it is the next school listed in the equity assessment.

Member Islas commented that while she can appreciate that there are unique things that happen that might alter the timing or priority of things, does think there is a need for some fidelity to the list because some of these schools have consistently come on and been pushed off for very valid reasons, the Duncan project was used as an example. Member Islas commented on the need to be critical of the reasons a project is moved on the list.

Member Islas commented that there is not a qualifier that helps people understand what constitutes a score of unsatisfactory. A qualifier will help people understand how a school receives an unsatisfactory score, it was because of a deficiency, and it is important for the district to showcase because the equity assessment was a very objective tool looking at specific criteria to order priority and that message has been missing from the conversation.

Member Cazares commented that Hoover High School is not on the list for turf, track, and lighting because that money is being used for library renovation and cafeteria construction at Centennial Elementary School and portable replacements at Pyle Elementary School which were two of the poorest ranked schools by the equity tool in the Hoover region.

Member Cazares commented on being hypersensitive to comments that the Board did not allow for community input into this process and recalled prior discussions from approximately a year ago when discussion of the possibility of a bond first began; the discussions and were always in open session and were not hidden or conducted in a way to deceive the public. Member Cazares asked Mr. Idsvoog to comment from his perspective on community involvement.

Member Cazares commented the school district has been working with the City of Fresno since 2010 and commented it is not about, “my Hoover kids” it is about all kids that is why the Board took on this equity tool and that is why Member Cazares is happy the list looks as it does, and thanked staff and Interim Superintendent Her for being focused on the equity tool as well

Member Levine expressed gratitude to Interim Superintendent Her, the Facilities team, specifically Paul and Alex for the long nights over the last several weeks incorporating the Board’s feedback and really doing all they can to make sure the equity tool is being used as much as possible, setting aside funding in each individual region for schools that may not have scored unsatisfactory but have facility improvement needs, and for just trying to do the impossible.

Member Levine commented that the reality is this is a bond for $500 million and there is still $2 billion more in need. Expressed thanks that all the unsatisfactory schools are on the list and some of the lowest ranked in the poor tier are on the list, but there are still several schools ranked poor that deserve investment that the district does not have the capacity for, so we are using this equity tool to invest in the worst first, the facilities in the most urgent need of investment.

Member Levine expressed appreciation for the district leaning into that and staff trying to figure out ways to make this all work. Member Levine mentioned the pursuit of other revenue sources that often have a matching requirement and passing this $500 million bond will help the district qualify for those opportunities to help meet the other $2 billion of need.

Member Levine referenced an article in the *Fresno Bee* with an interactive map that shows a school's condition score, and the amount of investment needed.

Member Jonasson Rosas commented that the list is not the perfect embodiment of the equity tool, and hopes the Board can get there soon, as students deserve the elimination of all politics.

Member Jonasson Rosas commented on being encouraged by the direction of the list and use of the equity tool. Member Jonasson Rosas referenced a time she had to speak from the podium on the lack of attention to elementary schools and remembered the conversation and attitude of the Board at that time; and since then, in a short amount of time the Board has changed its language and attitude.

Member Jonasson Rosas gave the Board kudos for going on this journey together and being where they are to approve this list; and commented it is not perfect, not exactly what I want but I am okay and happy to vote on this and happy to talk to our community about how this Board will move forward.

Clerk Davis thanked the staff for the many hours they poured into this work. Commented that at the heart of Fresno is an educated child. Referenced past bond measures and expressed gratitude for those bonds being approved and commented that intentional investment in the community is important as the Sunnyside region would not be in place without those investments. Clerk Davis commented that it is unfortunate others in the City Council think people should vote against it because there are not enough resources allocated to a specific region.

For the record, Paul Idsvoog was available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Member Islas, the Board approved agenda item C-12 with the amendment that any unexpended resources of the $15 million allocated to Roosevelt for turf, track, and lighting go to Lowell which is next on the list, by a roll call vote of 6-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas and Board Clerk Davis. NOES: Board President Wittrup.

C-13, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the projects as follows:

Bid 23-02, Edison High School Career Technical Education (CTE) Building and Interim Housing
Change Order 3 (CTE Building) presented for ratification: $111,960

Bid 23-09, Sunnyside High School New Career Technical Education Health Science Building
Change Order 3 presented for ratification: $44,763

Bid 23-46, Jefferson Elementary School T-K Portable Improvements
Change Order 1 presented for ratification: $126,108

Bid 24-43, Education Center Annex Interior Finish Upgrades
Change Order 2 presented for ratification: $10,262
Change Order 3 presented for ratification: $9,448

Bid 24-69, Section B, Exterior Painting at Various Sites, Eaton Elementary School
Change Order 1 presented for ratification: $ - 2,488

Bid 24-69, Section C, Exterior Painting at Various Sites, Kratt Elementary School
Change Order 1 presented for ratification: $ - 8,216

C-14, RATIFY the Filing of a Notice of Completion
RATIFIED as recommended, a Notice of Completion for the project which has been completed according to plans and specifications as follows: Bid 24-43, Education Center Annex Interior Finish Upgrades.

C-15, RATIFY Purchase Orders from July 01, 2024, through July 31, 2024 – Primary Report
RATIFIED as recommended, information on purchase orders issued from July 01, 2024, through July 31, 2024 – Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-16, RATIFY Purchase Orders from July 01, 2024, through July 31, 2024– Supplemental Report
RATIFIED as recommended, information on purchase orders issued from July 01, 2024, through July 31, 2024 – Supplemental Report.

For the record, Member Levine read a statement as follows:

> "Agenda item C-16 on tonight's Consent Agenda, contains purchase orders for the California Teaching Fellows Foundation, the CSU Fresno Foundation, CSU Fresno Association. I am currently employed by Fresno State.
>
> Additionally, item C-16 contains purchase orders with the Fresno County Economic Opportunities Commission, and I am employed by Fresno County EOC, which is a nonprofit corporation.
>
> I did not participate in the making of the purchase orders related to

this agenda item; however, because of my employment with both Fresno State and Fresno County EOC I have a remote financial interest in those purchase orders.

Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270."

On a motion by Board Clerk Davis, seconded by Board Member Jonasson Rosas, the Board approved agenda item C-16 by a vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, Board Clerk Davis, and Board President Wittrup. ABSTENTIONS: Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received one (1) request to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Vanush: Spoke on the excessive cost of PG&E and asked for people to advocate for affordable energy.

For the record, Board President Wittrup ADJOURNED the regular meeting to closed session at 8:08 p.m.

For the record, Board President Wittrup RECONVENED to open session at 9:08 p.m.

Reporting Out of Closed Session

For the record there were no reports from Closed Session.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 9:08 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-8**

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Resolution No. 25-21, Continued Funding from California Department of Education for California State Preschool Programs

ITEM DESCRIPTION: Included in the Board binders is Resolution No. 25-21, Continued Funding from California Department of Education for California State Preschool Programs. Resolution No. 25-21 certifies the Board's approval to submit the Continued Funding Application to the California Department of Education. The resolution also authorizes the designated representatives to sign the Continued Funding Application and all related contract documents for the 2025/26 school year. The submission of the Continued Funding Application is required annually to renew the contracts that fund both the part-day and full-day California State Preschool and the California Prekindergarten and Family Literacy Support Programs.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed. D.

INTERIM SUPERINTENDENT APPROVAL:

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2025–26. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2025–26 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
Fresno Unified School District
authorizes that the person/s listed below, is/are authorized to sign the FY 2025–26 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S
Mao Misty Her	Interim Superintendent
Patrick Jensen	Chief Financial Officer

PASSED AND ADOPTED THIS 24rd day of October 2024 (month year), by the Governing Board of Fresno Unified School District of Fresno County, in the State of California.

I, Susan Wittrup, President of the Governing Board of Fresno Unified School District, of Fresno County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ _____
(Interim Superintendent's Signature) (Date)

_____ _____
(President's Signature) (Date)

_____ _____
(Clerk's Signature) (Date)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM: C-9**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: APPROVE Student Outcomes Focused Governance Timeline

ITEM DESCRIPTION: Included in the Board binders is the revised Student Outcomes Focused Governance timeline, established by the Board of Education and the Council of the Great City Schools.

FINANCIAL SUMMARY: There is no financial impact at this time.

PREPARED BY: Ambra O'Connor, Chief of Staff

DIVISION: Superintendent's Office

CABINET APPROVAL PHONE: 559-457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:

Fresno USD Board
Draft Implementation Timeline
v.2024-10-16

Overview

The FUSD Board has identified the following objectives it wants to pursue to increase its focus on improving student outcomes.

1. **Clarify The District Priorities**
   - If the School Board is not clear about the "why", no amount of well debated "how" is likely to make the difference. The lack of clarity about the priorities is driving a lack of trust on the Board. In addition, the School Board is the community's representative, not the superintendent. It is inappropriate for the Board to hire a superintendent and then ask the new superintendent what the community's district-level priorities should be.
   - We recommend the Board first draft a set of 1-3 SMART goals about what students should know and be able to do. Then draft a set of 1-3 guardrails describing the community's non-negotiable values that must be honored.
   - This document describes what that process might look like.

2. **Align Your Search Parameters**
   - Once the School Board has reached (preferably) unanimous agreement on the draft goals and guardrails, then it should use those priorities to design the exact details of the search. Instead of hiring a superintendent and asking them what the community's priorities should be, create a process that actively excludes from consideration anyone who doesn't match the priorities of the community.
   - We recommend using the goals and guardrails to design the search process, including exclusionary criteria. Then proceed with the search.
   - This document describes what that process might look like.

3. **Monitor Student Progress**
   - If the School Board doesn't focus it's time on monitoring progress toward the goals, the goals are unlikely to happen. This does not currently appear to be the priority.
   - We recommend a coaching arrangement to assist the Board with improving its governance practices and that will allow the Board to focus more of its time on monitoring progress toward its goals for what children should know and be able to do.
   - This document describes what that process might look like.

Task Status Indicators (far right column)

Not Started	Off Track	Slightly Off Track	On Track	Completed

Status Indicators (far right column)

Not Started	Off Track	Slightly Off Track	On Track	Completed

May 2024

Activity	Description	Due Date	Owner	Status
Align Resources	Select interim superintendent	5.15.24	Board Chair	
Training	Host a governance workshop for the governance team	5.30.24	CGCS Coach	

June 2024

Activity	Description	Due Date	Owner	Status
Training	Host a governance workshop for cabinet and senior leaders	6.30.24	CGCS Coach	

September 2024

Activity	Description	Due Date	Owner	Status
Clarify Priorities	Begin creation of community outreach/engagement process	9.1.24	CGCS Coach	
Align Resources	Plan Agenda Redesign	9.30.24	Cmte Chair	
Align Resources	Implement Agenda Redesign	9.30.24	Cmte Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	9.30.24	CGCS Coach	

October 2024

Activity	Description	Due Date	Owner	Status
Planning	Adopt revised implementation timeline	10.23.24	Board Chair	
Align Resources	Board conducts annual self evaluation	10.23.24	CGCS Coach	
Planning	Review draft community outreach/engagement process	10.23.24	Board Chair	
Planning	Practice and refine the community outreach/engagement script	10.23.24	Board Chair	
Clarify Priorities	Begin creation of critical needs analysis, root cause analysis, and/or student data analysis	10.31.24	CGCS Coach	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	10.31.24	CGCS Coach	
Communicate Results	Board conducts community training on effective school board governance	10.31.24	Board Chair	

November 2024

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual superintendent evaluation	11.15.24	Board Chair	
Clarify Priorities	Board completes community engagement/outreach process	11.15.24	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	11.30.24	CGCS Coach	

December 2024

Activity	Description	Due Date	Owner	Status

Clarify Priorities	Board conducts Goals & Guardrails setting workshop	12.15.24	Board Chair	
Supt Search	Board develops superintendent search timeline	12.31.24	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	12.30.24	CGCS Coach	

January 2025

Activity	Description	Due Date	Owner	Status
Supt Search	Board adopts superintendent search timeline	1.15.15	Board Chair	
Clarify Priorities	Board reviews Superintendent Interim Goals and Interim Guardrails	1.15.25	Board Chair	
Supt Search	Board opens search firm RFP	1.15.25	Board Chair	
Clarify Priorities	Board adopts Goals and Guardrails	1.31.25	Board Chair	
Supt Search	Board develops superintendent position description based on goals/guardrails	1.31.25	Board Chair	
Supt Search	Board develops exclusionary criteria	1.31.25	Board Chair	
Supt Search	Board develops search screens that search firm will use	1.31.25	Board Chair	
Clarify Priorities	Board drafts board guardrails	1.31.25	Board Chair	
Align Resources	Board conducts quarterly self evaluation	1.31.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	1.30.25	CGCS Coach	

February 2025

Activity	Description	Due Date	Owner	Status
Align Resources	Board receives training on effective budget alignment	2.1.25	CGCS Coach	
Supt Search	Board selects search firm	2.1.24	Board Chair	
Supt Search	Board approves superintendent position description	2.15.25	Board Chair	
Supt Search	Board adopts exclusionary criteria	2.15.25	Board Chair	
Monitor Progress	Board adopts monitoring calendar	2.15.25	Board Chair	
Training	Board receives training on effective goal monitoring	2.15.25	CGCS Coach	
Align Resources	Board adopts superintendent evaluation tool	2.28.25	Board Chair	
Clarify Priorities	Board approves board guardrails	2.28.25	Board Chair	
Supt Search	Develop interview questions and rubrics for superintendent search	2.28.25	Board Chair	
Supt Search	Board posts superintendent position	2.28.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	2.28.25	CGCS Coach	

March 2025

Activity	Description	Due Date	Owner	Status
Supt Search	Board conducts 1st round of superintendent candidate interviews	3.15.25	Board Chair	
Monitor Progress	Board conducts first goal monitoring practice	3.15.25	CGCS Coach	

Supt Search	Board conducts finalists round of superintendent candidate interviews	3.31.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	3.31.25	CGCS Coach	

April 2025

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	4.15.25	Board Chair	
Supt Search	Board votes to negotiate with superintendent finalist	4.15.25	Board Chair	
Supt Search	Board votes to approve superintendent contract	4.30.25	Board Chair	
Communicate Results	Board conducts community training on effective school board governance	4.30.25	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	4.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	4.30.25	CGCS Coach	

May 2025

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	5.31.25	Board Chair	
Training	Board hosts retreat with new superintendent	5.31.25	CGCS Coach	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	5.31.25	CGCS Coach	

June 2025

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	6.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	6.30.25	CGCS Coach	
Align Resources	Plan Policy Redesign	6.30.25	Cmte Chair	

July 2025

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	7.15.25	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	7.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	7.30.25	CGCS Coach	

August 2025

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	8.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	8.30.25	CGCS Coach	

September 2025

Activity	Description	Due Date	Owner	Status

Align Resources	Superintendent presents 5yr strategic plan (board does not vote)	9.1.25	Supt	
Align Resources	Board conducts annual cost of staff time invested in governance	9.15.25	Supt	
Align Resources	Implement Policy Redesign	9.30.25	Cmte Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	9.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	9.30.25	CGCS Coach	

October 2025

Activity	Description	Due Date	Owner	Status
Communicate Results	Board conducts community training on effective school board governance	10.15.25	Board Chair	
Training	Board receives training on effective superintendent evaluation	10.15.25	CGCS Coach	
Annual Self Eval	Board conducts annual self evaluation - time use target: >= 50% focused - SOFG target: >= 60 score	10.15.25	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	10.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	10.30.25	CGCS Coach	

November 2025

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual superintendent evaluation	11.1.25	Board Chair	

Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	11.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	11.30.25	CGCS Coach	

December 2025

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	12.30.25	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	12.30.25	CGCS Coach	

January 2026

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	1.30.26	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	1.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	1.30.26	CGCS Coach	

February 2026

Activity	Description	Due Date	Owner	Status
Align Resources	Board receives training on effective budget alignment	2.1.26	CGCS Coach	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	2.28.26	Board Chair	

Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	2.28.26	CGCS Coach	

March 2026

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	3.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	3.30.26	CGCS Coach	

April 2026

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	4.15.26	Board Chair	
Communicate Results	Board conducts community training on effective school board governance	4.15.26	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	4.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	4.30.26	CGCS Coach	

May 2026

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	5.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	5.30.26	CGCS Coach	

June 2026

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	6.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	6.30.26	CGCS Coach	

July 2026

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	7.15.26	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	7.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	7.30.26	CGCS Coach	

August 2026

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	8.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	8.30.26	CGCS Coach	

September 2026

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual cost of staff time invested in governance	9.15.26	Supt	

Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	9.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	9.30.26	CGCS Coach	

October 2026

Activity	Description	Due Date	Owner	Status
Communicate Results	Board conducts community training on effective school board governance	10.15.26	Board Chair	
Training	Board receives training on effective superintendent evaluation	10.15.26	CGCS Coach	
Annual Self Eval	Board conducts annual self evaluation - time use target: >= 50% focused - SOFG target: >= 60 score	10.15.26	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	10.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	10.30.26	CGCS Coach	

November 2026

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual superintendent evaluation	11.1.26	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	11.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	11.30.26	CGCS Coach	

December 2026

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	12.30.26	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	12.30.26	CGCS Coach	

January 2027

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	1.30.27	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	1.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	1.30.27	CGCS Coach	

February 2027

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	2.28.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	2.28.27	CGCS Coach	

March 2027

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	3.30.27	Board Chair	

Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	3.30.27	CGCS Coach	

April 2027

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	4.15.27	Board Chair	
Communicate Results	Board conducts community training on effective school board governance	4.15.27	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	4.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	4.30.27	CGCS Coach	

May 2027

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	5.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	5.30.27	CGCS Coach	

June 2027

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	6.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	6.30.27	CGCS Coach	

July 2027

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	7.15.27	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	7.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	7.30.27	CGCS Coach	

August 2027

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	8.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	8.30.27	CGCS Coach	

September 2027

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual cost of staff time invested in governance	9.15.27	Supt	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	9.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	9.30.27	CGCS Coach	

October 2027

Activity	Description	Due Date	Owner	Status

Communicate Results	Board conducts community training on effective school board governance	10.15.27	Board Chair	
Monitor Progress	Board conducts superintendent evaluation	10.15.27	Board Chair	
Annual Self Eval	Board conducts annual self evaluation - time use target: >= 50% focused - SOFG target: >= 60 score	10.15.27	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	10.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	10.30.27	CGCS Coach	

November 2027

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual superintendent evaluation	11.1.27	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	11.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	11.30.27	CGCS Coach	

December 2027

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	12.30.27	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	12.30.27	CGCS Coach	

January 2028

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	1.30.28	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	1.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	1.30.28	CGCS Coach	

February 2028

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	2.28.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	2.28.28	CGCS Coach	

March 2028

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	3.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	3.30.28	CGCS Coach	

April 2028

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	4.15.28	Board Chair	

Communicate Results	Board conducts community training on effective school board governance	4.15.28	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	4.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	4.30.28	CGCS Coach	

May 2028

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	5.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	5.30.28	CGCS Coach	

June 2028

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	6.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	6.30.28	CGCS Coach	

July 2028

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts quarterly self evaluation	7.15.28	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	7.30.28	Board Chair	

Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	7.30.28	CGCS Coach	

August 2028

Activity	Description	Due Date	Owner	Status
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	8.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	8.30.28	CGCS Coach	

September 2028

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual cost of staff time invested in governance	9.15.28	Supt	
Planning	Begin plans for new goals and guardrails	9.30.28	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	9.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	9.30.28	CGCS Coach	

October 2028

Activity	Description	Due Date	Owner	Status
Communicate Results	Board conducts community training on effective school board governance	10.15.28	Board Chair	
Monitor Progress	Board conducts superintendent evaluation	10.15.28	Board Chair	
Annual Self Eval	Board conducts annual self evaluation	10.15.28	Board Chair	

	- time use target: >= 50% focused - SOFG target: >= 60 score			
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	10.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	10.30.28	CGCS Coach	

November 2028

Activity	Description	Due Date	Owner	Status
Align Resources	Board conducts annual superintendent evaluation	11.1.28	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	11.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	11.30.28	CGCS Coach	

December 2028

Activity	Description	Due Date	Owner	Status
Clarify Priorites	Board approves new goals/guardrails	12.30.28	Board Chair	
Monitor Progress	Board conducts monthly Goal monitoring (intention is to invest 50% of monthly public meeting minutes into Goal monitoring)	12.30.28	Board Chair	
Planning	Host a board chair / vice chair / superintendent / chief-of-staff / coach monthly check-in	12.30.28	CGCS Coach	

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-10**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with Community Responsive Education

ITEM DESCRIPTION: Included in the Board binders is an agreement with Community Responsive Education (CRE) to provide professional learning and curriculum development, teacher coaching and feedback, and Ethnic Studies district strategic implementation support in alignment with the Fresno Unified Ethnic Studies V.A.L.L.E.Y. Framework. V.A.L.L.E.Y. describes the values of Ethnic Studies in Fresno Unified: Voices, Ancestors, Liberation, Love, Empathy and Yearning.

CRE will provide teachers with Ethnic Studies pedagogy and content as well as five to six hours of coaching support for all high schools. Middle schools and alternative education sites that offer ethnic studies will receive two to four hours of instructional coaching per site. CRE will create Ethnic Studies coaching protocols based on the V.A.L.L.E.Y Framework and the review/revision support of middle and high school scope and sequence documents. Additionally, CRE will support the Ethnic Studies lead team in the strategic implementation of the Framework.

As a result of this work, it is expected that student perception data will reflect an increase in the percentage of students who agree or strongly agree that their understanding and respect for cultures different from their own has improved after taking an Ethnic Studies course. Baseline data shows that 80% of students in high school and 70% in middle school level agree or strongly agree that their understanding and respect for cultures different from their own has improved after taking an Ethnic Studies course.

FINANCIAL SUMMARY: Sufficient funds in the amount of $100,000 are available in the Ethnic Studies Block Grant budget.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D.

INTERIM SUPERINTENDENT APPROVAL:

2309 Tulare Street,
Fresno, CA 93721
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Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number 204237 *Federal Funding Will Not Be Used*

Community Responsive Education Corp	*2744 E 11th Street, C1*
Vendor Name	*Address*
415-218-9181	Allyson Tintiangco
Phone Number	*Vendor Contact*
Term (Duration) From: 10/10/2024	Through: 6/30/2025
FUSD Contract Administrator: Pamela.Taylor@fresnounified.org	Instructional Services
Name	*Site/Dept*
Budget (Fund-Unit-Dept.-Activity-Function-Object)	060 7810 0700 5899 1110 1000 | . . . . . | . . . . .
Annual Cost: $100,000.00	Authorized as Not to Exceed

Scope of Work Summary: *Ethnic Studies Site-Based Instructional Coaching And Support, Curriculum Re-Development, And Teacher On Special Assignment Support*

Routing Order:

1) Reviewed & approved by Department:

2) Reviewed & approved by **Cabinet Level**

Marie Williams

Natasha Baker

3) Reviewed & approved by **Risk Management**

Please return signed agreement back to (name email) Rocky.Tang@fresnounified.Org

Routing Board Date(if applicable) 10 24 2024

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *204237* Funding: *Federal Funding Will Not Be Used*

School/Department Budget: **060 7810 0700 5899 1110 1000** | . . . . . | . . . . . .

Contractor's Vendor Name: ***Community Responsive Education Corp***

Contractor's Contact Person: **Allyson Tintiangco**

Contractor's Title: ***Founder/ Co-Direct***

Contractor's Telephone Number: **415-218-9181**

Contractor's E-mail: ***Allyson@Communityresponsive.Org***

Contractor's Address: ***2744 E 11th Street, C1***

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

This Independent Contractor Services Agreement is made and entered into effective 10/10/2024 (the "Effective Date") by Fresno Unified School District("District") and ***Community Responsive Education Corp*** ("Contractor").

1. Contractor Services. Contractor agrees to provide

To support Ethnic Studies curriculum by providing coaching and support, curriculum re-development, and teacher on special assignment support. Provide 2-all day sessions to Ethnic Studies teachers to develop activities to ensure curriculum is aligned with Valley Framework. Provide support to sites with 5-6 hours of instructional coaching per school High schools and Alternative education/Middle Schools (10 schools) giving each teacher feedback/capacity building. Support District level Ethnic Studies Team VPSA and TSA to design support for teachers with the VALLEY framework. The work will begin in October and end on June 30, 2025.

Situation	*Inputs*	*Outputs*		*Outcomes* (*Must be measurable*)		
Problem and Need	***Investments*** *(e.g., equipment, funds, products, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The problem is through the development of the Ethnic Studies V.A.L.L.E.Y. framework, there is an opportunity to develop culturally responsive and sustaining practices across PK-12 disciplines in Fresno Unified School District. At the secondary level, there is a need to develop Ethnic Studies pedagogy, instructional practices and consistent content in alignment with the V.A.L.L.E.Y. Framework to best implement an Ethnic Studies program alongside teachers of Ethnic Studies.	Partnership with Community Responsive Education (CRE)	Provide teacher training and support for Ethnic Studies secondary teacher pedagogical practices and curriculum development including: Ethnic Studies Curricular Strategic Planning Scope & Sequence Development Unit Development with a focus on Inquiry and Community Engagement • Compelling Questions for each unit • Sample Lesson Plans and Activities o Enduring Understandings for Each Lesson o Essential Questions for each lesson • Sample Project Descriptions • Resource and Material • Potential Subject Standards Alignment Share and Review	*Students across grades 7-12 engaging Ethnic Studies Courses*	100% of teachers of Ethnic Studies receive coaching support during the 2024-2025 school year. Guiding documents reflect feedback from students, teachers and community as measured by review of collected feedback	Ethnic Studies Student Survey 5% positive increase in students who agree or strongly agree to survey question regarding students' understanding and respect for cultures different from their own from 85% to 90% at high school and 70% to 75% at middle school level.	The V.A.L.L.E.Y. Framework lives as a guiding document across Fresno Unified School District. The vision of Ethnic Studies in Fresno Unified School District is to provide students culturally and community responsive learning that centers experiences, identities, and knowledges of Ethnic Studies groups as a way to dismantle racism and intersectional forms of oppression. Students' engagement increases as each student feels respected as integral to both their and their classmates' learning and recognizes their positive impact within their classrooms, community and globally.

of Ethnic Studies Curriculum from other districts

Feedback on curriculum development to ensure it is aligned with Ethnic Studies principles and the VALLEY framework

Provide direct supports and coaching to site teachers of Ethnic Studies, including:

• Ethnic Studies in High Schools

o 5-6-hours of Instructional Coaching per school (10 schools) rational this ensure that each teacher receives observation feedback/capacity building with vendor. The goal is to schedule supports equitably by the number of teachers/section at each school.

o Provide coaching to make sure Ethnic Studies courses are aligned with the VALLEY Framework

o Provide coaching on deepening Ethnic Studies pedagogy and content

• Ethnic Studies in the Middle Schools

and Alternative Education/Small Schools
o 2-4 hours of Instructional Coaching per school (based on who would like to participate)
o High School as priority in preparation for 2027 FUSD high school 10 credit graduation requirements
o Provide coaching to make sure Ethnic Studies courses are aligned with the VALLEY Framework
o Provide coaching on deepening Ethnic Studies pedagogy and content
• Create a Protocol for providing coaching and feedback aligned to VALLEY Framework and High School Handbook
• Re-development of High School Ethnic Studies Scopes & Sequences
o Chicano Studies and African American Studies topical course alignment to Valley Framework and scope and sequence.
• Continue implementation of

middle school framework as a guide
Strategy Support for District-Level Ethnic Studies Team, including:
• Support for FUSD's Ethnic Studies Lead Team (VPSA and TSA)
o CRE will be available to the Ethnic Studies Lead Team to help with their design for teacher support work aligned with the VALLEY framework
o Work directly on re-designing the Ethnic Studies scopes and sequences and curriculum units and lessons to make sure they are aligned with the VALLEY framework.
o Model and co-facilitate parts of the professional learning for Ethnic Studies teachers.
o Coach Lead Team to provide coaching and feedback to Ethnic Studies teachers.
o Included Teacher on Special Assignment support to teacher coaching and feedback (TSA Capacity building)
• District Strategic

II. Academic Return on Investment

Thinking
o CRE leadership will be available to support district leaders in their strategic planning around Ethnic Studies.
o Support the Ethnic Studies lead team in developing a framework for vertical articulation across the district, taking into consideration various pathways and programs.

III. Terms and Conditions

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/24/2024, and shall terminate on 6.30.2025. There shall be no extension of the term of the agreement without express written consent from all parties.

3. Payment. District agrees to pay Contractor at following rate of $100,000.00 per year, not to exceed $100,000.00. Checks will be made payable to *Community Responsive Education Corp*. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. [No] (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits *Receipt Required.
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner *Receipt Required.
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $100,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor is a current FUSD employee? (including supplemental non-perm)	☐	☑
6. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?	☑	☐
7. California Residency. Contractor is exempt from nonresident withholding in California.	☑	☐

Acknowledge

Acknowledge

Acknowledge

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://pps.cpa.fresno-unified-fraud-alert-form. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Initial Here

Contractor's initials AT District's initials SS

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply: 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims

administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention maybe satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Initial Here

Contractor's initials AT AT District's initials SS

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: *Community Responsive Education Corp*

Name: **Allyson Tintiangco**

Address: *2744 E 11th Street, C1*

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. 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.

33. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

34. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Community Responsive Education Corp

Allyson Tintiangco

Name: **Allyson Tintiangco** , *Title: Founder/ Co-Direct*

Date

Approved As To Form:

Stacey Sandoval, ~~Executive~~ Director Risk Management

9/27/2024

Date

COMMUNITY RESPONSIVE EDUCATION

FRESNO UNIFIED SCHOOL DISTRICT

October 2024-June 2025
Proposed Scope of Work

CRE Description

Community Responsive Education (CRE) provides services for educators to begin and/or sustain the journey of becoming community responsive to their students, their students' families, themselves, and their colleagues. CRE has worked specifically with Ethnic Studies educators, coordinators, and teachers/faculty on special assignments to shape and implement curriculum and policy. CRE has provided direct support to nearly 80 school districts, counties, colleges, and universities across the nation. For the past two decades, we have supported teachers, schools, and district leaders to use the lenses of Ethnic Studies, racial equity, ant-racist pedagogy, and critical pedagogy to grow their capacity and agency to become more responsive to the needs of students. CRE has extensive experience in developing frameworks for community responsive school/college and classroom culture, along with Ethnic Studies framework development customized to districts and schools. We have led development with over 350 schools and 70 school districts, including sessions focused on Ethnic Studies curriculum development and pedagogy, support for educational leaders, faculty, and staff around community responsiveness, contextually effective professional development, teacher and leader participatory action research, and CRE provides a wide array of services and workshops on the following topics: Ethnic Studies curriculum and teacher development, curricular strategic planning, community responsive course development, developing anti-racist school culture, praxis learning circle development, teacher wellness, and community building, youth cultural wellness development, and teacher participatory action research, equity audits, and transformative leadership/critical leadership praxis. www.communityresponsive.org

Fresno Unified School District: FUSD district serves more than 72,000 students and operates 66 elementary schools, 14 middle schools, 10 high schools, 6 alternative schools, and 3 special education schools.
Vision: Fresno Unified School District is where students, families, and staff are valued and empowered to achieve their greatest potential.
Mission: FUSD nurtures and cultivates the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment.
Goals:

- Improve academic performance at challenging levels: Close the achievement gaps through an equity lens and research-based instructional & intervention practices
- Expand student-centered and real-world learning experiences: Promote intellectual curiosity, critical thinking, and problem-solving in order to be prepared for college and career

- Increase student engagement in their school and community: Create a safe and inclusive climate that promotes relationships, involvement, diversity, and our values

The following proposal describes a partnership between CRE and FUSD Unified School District focused on Ethnic Studies site-based support, specifically teacher and curriculum development.

SCOPE OF WORK

2024-2025
ETHNIC STUDIES SITE-BASED INSTRUCTIONAL COACHING AND SUPPORT, CURRICULUM RE-DEVELOPMENT, AND TEACHER ON SPECIAL ASSIGNMENT SUPPORT--$100,000

OFFERINGS

Offering 1: Ethnic Studies Teacher and Curriculum Development (2-all day sessions with current ethnic studies teachers)- $20,000

(This is likely to be in September, November, and February but will be confirmed based on the schedule of FUSD and CRE.)

- Ethnic Studies Teacher and Community Development Activities
    - Review the VALLEY framework and create professional learning opportunities that align with the values and pedagogical commitments of the framework
    - Development of an Ethnic Studies Community of Practice that is rooted in the VALLEY framework's values
    - Co-create sessions with FUSD's Ethnic Studies Leadership team to ensure that the curriculum is aligned with the VALLEY framework
    - Ethnic Studies Pedagogy workshops
    - Additional Potential Activities
        - Critical Autoethnography Project
        - Community Responsive and Culturally Rooted Teaching Philosophy
        - Practice teaching and potential coaching
        - Potential guest speakers responsive to the needs of the teachers
- Ethnic Studies Curriculum Development
    - Align the scope and sequence of Ethnic Studies courses to the VALLEY framework
    - Develop Ethnic Studies Curriculum (these components may be included but not limited to the following:)
        - Ethnic Studies Curricular Strategic Planning
        - Scope & Sequence Development
        - Unit Development with a focus on Inquiry and Community Engagement
            - Compelling Questions for each unit
            - Sample Lesson Plans and Activities
                - Enduring Understandings for Each Lesson
                - Essential Questions for each lesson
            - Sample Project Descriptions

        - Resource and Material
        - Potential Subject Standards Alignment
    - Share and Review of Ethnic Studies Curriculum from other districts
    - Feedback on curriculum development to ensure it is aligned with Ethnic Studies principles and the VALLEY framework

Offering 2: Support to site - Ethnic Studies Teacher Coaching and Feedback- $60,000

- Ethnic Studies in High Schools
    - 5-6-hours of Instructional Coaching per school (10 schools) rational this ensure that each teacher receives observation feedback/capacity building with vendor. The goal is to schedule supports equitably by the number of teachers/section at each school.
    - Provide coaching to make sure Ethnic Studies courses are aligned with the VALLEY Framework
    - Provide coaching on deepening Ethnic Studies pedagogy and content
- Ethnic Studies in the Middle Schools and Alternative Education/Small Schools
    - 2-4 hours of Instructional Coaching per school (based on who would like to participate)
    - High School as priority in preparation for 2027 FUSD high school 10 credit graduation requirements
    - Provide coaching to make sure Ethnic Studies courses are aligned with the VALLEY Framework
    - Provide coaching on deepening Ethnic Studies pedagogy and content
- Create a Protocol for providing coaching and feedback aligned to VALLEY Framework and High School Handbook
- Re-development of High School Ethnic Studies Scopes & Sequences
    - Chicano Studies and African American Studies topical course alignment to Valley Framework and scope and sequence
- Continue implementation of middle school framework as a guide

Offering 3: Support for District-Level Ethnic Studies Team (Leadership Support Team) $20,000

- Support for FUSD's Ethnic Studies Lead Team (VPSA and TSA)
    - CRE will be available to the Ethnic Studies Lead Team to help with their design for teacher support work aligned with the VALLEY framework
    - Work directly on re-designing the Ethnic Studies scopes and sequences and curriculum units and lessons to make sure they are aligned with the VALLEY framework.
    - Model and co-facilitate parts of the professional learning for Ethnic Studies teachers
    - Coach Lead Team to provide coaching and feedback to Ethnic Studies teachers.
    - Included Teacher on Special Assignment support to teacher coaching and feedback (TSA Capacity building)
- District Strategic Thinking

- CRE leadership will be available to support district leaders in their strategic planning around Ethnic Studies.
- Support the Ethnic Studies lead team in developing a framework for vertical articulation across the district, taking into consideration various pathways and programs.

Total Contract Amount: $100,000

Planning and preparation included
Stipends for speakers and consultants included
Travel expenses included
Supply expenses included

POTENTIAL LEAD CONSULTANT

Consultants will not be finalized until the contract is confirmed.

Allyson Tintiangco-Cubales, Ph.D. is a distinguished professor in the College of Ethnic Studies at San Francisco State University. Since 2000, she's been teaching Asian American Studies focusing on Filipina/x/o (American) Studies, women studies, and critical pedagogies. She is an affiliated faculty member in the Educational Leadership. She is also currently the director of curriculum for UCLA's Foundations and Futures: Asian American and Pacific Islander Multimedia Textbook. In 2024, she was honored with the Wang Family Award, one of the most prestigious honors faculty can receive in the California State University (CSU) system for her teaching, service, and scholarship. Also, in 2024, she became an American Educational Research Association Fellow. She was also featured in this year's Asian Women Are Strong event. And this year she also received the Association of Asian American Studies Mentorship award.

She is also the co-founder and director of Community Responsive Education (CRE) and Teaching Excellence Network (TEN), two nationwide firms that support the development of responsive, equitable, and justice-driven educators. She has provided direct support to schools, districts, counties, and organizations throughout the nation including San Francisco, Daly City, Oakland, Santa Clara, Santa Cruz, Pajaro Valley, Los Angeles, El Rancho, New York, Newburgh, Boston, Allentown, and Baltimore. Her most recent endeavor with CRE is the development of a community responsive wellness index that will be used in schools across the nation. This index is rooted in the values of Ethnic Studies and humanizing pedagogy. In 2001, she founded Pin@y Educational Partnerships (PEP), a "barangay" that focuses on providing schools with Ethnic Studies courses and curriculum, developing radical educators, and creating resources for Filipina/x/o communities and similarly marginalized people. She has worked with many school districts throughout the nation, including the San Francisco Unified School District, to co-develop Ethnic Studies, Social Justice, and also Filipino Language curriculum.

Dr. Tintiangco-Cubales is the author of many books, articles, and essays focused on the applications of critical pedagogy, the Ethnic Studies curriculum, Motherscholarship, and Pinayism. She has also served as an editor for several anthologies and journals such as At 40: Asian

American Studies, the Journal of Asian American Studies, Asian American and Pacific Islander Nexus, and co-editor for the Sage Encyclopedia of Filipina/x/o American Studies. She was also a producer for Larry the Musical and the Art of Work Film, both premiered in 2024.

Selected list of theories and frameworks has been authored/co-authored and coined by Dr. Tintiangco-Cubales:

Community Responsive Pedagogy
Culturally Rooted Pedagogy
Critical Leadership Theory
Critical Leadership Praxis
Guiding Principles of Ethnic Studies
RADical Ethnic Studies Pedagogy
C4 Ethnic Studies Lesson Planning: Centering Culture and Community in the Classroom
Heart, Head, Hands: Developing a Community Responsive Educational Philosophy
ARTivism: When Ethnic Studies Meets Art
Pedagogy as the Art of Teaching and Learning
Art of Work: When Ethnic Studies Meets Hip Hop Dance
P-TEA: Problem, Theory, Evidence, and Application/Action
Barangay Pedagogy: Teaching as a Collective Act
Pinayism: Centering Filipina Americans in Feminist/Womanist Thought and Action
Pinayist Pedagogy
Alaagan Pedagogy: The Practices of Motherscholar
Tatlong Bagsak Talambuhay: Storytelling Past, Present, Future
FIELDS Ethnic Studies Framework for Pajaro Valley Unified School District
VALLEY Ethnic Studies Framework for Fresno Unified School District
HOME Ethnic Studies Framework for Pittsburg Unified School District
JESD Ethnic Studies Framework for Jefferson Elementary School District
IRIS Ethnic Studies Framework for Vermont State
Ethnic Studies Pedagogical Commitments for Oakland Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-11**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with Focus Five Inc

ITEM DESCRIPTION: Included in the Board binders is an agreement with Focus Five Inc to provide virtual artist residencies at 40 elementary sites. The residencies, facilitated by professional teaching artists, include creative movement, drama, media arts, music and visual art. This is the fourth year of this partnership. Each virtual residency is hosted on Zoom and includes a planning session with the grade level team to ensure the sessions are aligned to the classroom content; five one-hour classroom sessions with students in grades two through four; and a follow up survey to gather feedback on the impact pf the sessions on student achievement. Grade level teachers will also receive six optional virtual professional learning sessions on how to integrate art into their content to increase creativity and student achievement.

FINANCIAL SUMMARY: Sufficient funds in the amount of $400,000 are available in the Student Engagement budget.

PREPARED BY: Marie Williams, Ed. D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker Ed.D.,

INTERIM SUPERINTENDENT APPROVAL:

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 200529

Federal Funding Will Not Be Used

Focus 5 Inc	***1659 Zadora Lane; The Villages, Fl 32159-9199***
Vendor Name	***Address***
703-550-0281	**Melanie Rick**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/24/2024	**Through: 6/12/2025**
FUSD Contract Administrator: Bryan.Wells@fresnounified.org	**Music/Visual And Perform Arts**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object)

060	6770	0727	5899	1110	1000
.	.	.	.	.	.
.	.	.	.	.	.

Contract Amount: $400,000.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Focus 5 Will Host Virtual Residencies For All 2-4 Grades Classes At 40 Sites. Residency Includes A Scheduling Meeting With Admin, Orientation With Teachers And Five Classroom Sessions With Students.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. _Yes

Routing Order:

1) Reviewed & approved by **Department:** BRYAN D WELLS

2) Reviewed & approved by **Cabinet Level:** Marie Williams
Natasha Baker

3) Reviewed & approved by **Risk Management:** Stacey A

Please return signed agreement back to (name/email) : Yolanda.Serna@Fresnounified.Org

Routing:CFO Board Date(if applicable): 9/25/2024

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *200529* Funding: *Federal Funding Will Not Be Used*

	060	6770	0727	5899	1110	1000
	.	.	.	.	.	.
School/Department Budget:	.	.	.	.	.	.

Contractor's Vendor Name: ***Focus 5 Inc***

Contractor's Contact Person: **Melanie Rick**

Contractor's Title: ***Director***

Contractor's Telephone Number: **703-550-0281**

Contractor's E-mail: ***Melanie.Focus5@Gmail.Com***

Contractor's Address: ***1659 Zadora Lane; The Villages, Fl 32159-9199***

This Independent Contractor Services Agreement is made and entered into effective 10/24/2024 (the "Effective Date") by Fresno Unified School District("District") and ***Focus 5 Inc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: ||Provide Arts Instruction to elementary students to ensure that we are meeting Ed Code that says all students will receive instruction in art, dance, music and theatre.

b.) REQUIREMENTS: || Focus Five will host virtual art residencies at schools that have chosen to continue the practice. Each residency is designed for grades 2-4 and includes a scheduling meeting with administrators, orientation with teachers during a planning meeting and five classroom sessions with the students. Included in the fee is six optional professional learning zoom sessions for teachers.

c.) SPECIFIC TASKS: ||Meet with principals, PLC with grade level teams, five one-hour classes with each grade level. Six hours of optional PL with participating teachers.

d.) DELIVERABLES AND DELIVERY SCHEDULE: ||Meet with principals, PLC with grade level teams, five one-hour classes with each grade level. Six hours of optional PL with participating teachers.

e.) NOTICE REGARDING LATE DELIVERY: || N/A

f.) PERSONNEL/KEY PERSONNEL: || School Site Principals, teachers, artists

g.) GENERAL ACCEPTANCE CRITERIA || N/A

h.) HOURS OF WORK 15 hours of classes, six hours of PL, three hours of PLC and one hour with admin.

II. Academic Return on Investment

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	**Investments** (e.g., equipment, funds, product, services, staff)	**Activities**	**Participants**	**Short-term** (Learning)	**Mid-term** (Change in Behavior or Performance)	**Long-term** (Change in Condition)
		What we do	*Who we reach*	*Expect to see*	*Want to see*	*Hope to see*
The problem is that we don't have enough art teachers yet for every school to have professional integrated art lessons. This ensures we are meeting Ed Code that requires every student learns art, dance, drama and music.	If we have these resources in place . . . (existing resources or new product/services) None. All virtual	A scheduling meeting with administrators, orientation with the teachers during a planning meeting and five virtual art classroom sessions with the students. Included in the fee is six optional professional learning zoom sessions for teachers.	And reach these individuals . . . Grades 2 - 4 at participating schools.	We will achieve these changes in knowledge and learning . . . Include how these outcomes will be monitored and measured. 100% of students in Grades 2-4 will have an Arts Experience in addition to music in order to fulfill Ed Code Section 51210(e) that mandates the Visual and Performing Arts (VAPA), which includes music, dance, visual art, and theater, be included in the school curriculum for all students in grades one to six.	Shape these behaviors . . . . Include how these outcomes will be monitored and measured. At least 75% of teachers will attend the orientation meeting and will complete an evaluation at the end of the residency that shows an increase in their understanding of arts integration and positive feedback about the program. That is a 10% increase from past years.	And ultimately achieve these impacts. Include how these outcomes will be monitored and measured. We will see more students enroll in arts electives in middle school and high school.

III. Terms and Conditions

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/24/2024, and shall terminate on 6/12/2025. There shall be no extension of the term of the agreement without express written consent from all parties.

3. Payment. District agrees to pay Contractor at following rate of $10,000.00 per school site, not to exceed $400,000.00. Checks will be made payable to _ ***Focus 5 Inc***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. No (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits**Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $400,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee (including supplemental non-perm) (must mark Yes to confirm. If employment relationship exists contact purchasing. This is not the appropriate form	X	
6. CalPERS & CalSTRS. Contractor is a CalPERS or CalSTRS retiree?		X
7. California Residency. Contractor is exempt from nonresident withholding in California:	X	

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials MR SS

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

12. Confidential Information

a For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims

administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention maybe satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Initial Here

Contractor's initials MR District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses,

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including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: *Focus 5 Inc*

Name: **Melanie Rick**

Address: ***1659 Zadora Lane; The Villages, Fl 32159-919***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. 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.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

33. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Focus 5 Inc

Melanie Rick

Name:*Melanie Rick, *Title: Director

September 25, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

10/4/2024

Date

Contract: FOCUS 5 INC

FUSD Contract Administrator:
Bryan.Wells@fresnounified.org

Attachments

Fresno Unified School District

PURCHASING

4498 N. Brawley
Fresno, CA 93722
559-457-3588

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm Chris Semans 122 N Old Dixie Hwy Lady Lake FL 321594347	CONTACT NAME: Chris Semans PHONE (A/C, No, Ext): 352-430-2270 FAX (A/C, No): E-MAIL ADDRESS: chris.semans.h0pe@statefarm.com
INSURED FOCUS 5 INC PO BOX 1601 WILDWOOD FL 347851601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Florida Insurance Company — 10739 INSURER B : State Farm Fire and Casualty Company — 25143 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	N	N	98-C7-B331-1	01/12/2024	01/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	98-CC-C787-0	01/25/2024	01/25/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fresno Unified School District
4498 N. Brawley Ave.
Fresno CA 93722

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 08/22/2024

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Where Teaching is an Art Form!

and Learning is a Work of Art

Fresno Unified School District Quote for Services 2024-25

PO Box 1601 Wildwood FL 34785 Focus5artsintegration.com 703.550.0281

DATE	SERVICE	COST
2024 - 2025 School Year	Focus 5 will host Virtual Residencies for all 2nd – 4th grade classes at 40 elementary schools. 1. Addams 2. Addicott 3. Ayer 4. Birney 5. Bullard Talent 6. Columbia 7. Del Mar 8. Eaton 9. Ericson 10. Figarden 11. Gibson 12. Holland 13. King 14. Kirk 15. Kratt 16. Lane 17. Leavenworth 18. Mario G. Olmos 19. Mayfair 20. McCardle 21. Norseman 22. Pyle 23. Robinson 24. Roeding 25. Rowell 26. Slater 27. Storey 28. Sunset 29. Tatarian 30. Turner 31. Viking 32. Vinland 33. Webster 34. Wilson 35. Wishon 36. Wolters 37. Yokomi 38. ~~TBA~~ Olmos 39. TBA 40. TBA	$10,000.00 Per School

Where Teaching is an Art Form!

and Learning is a Work of Art

Fresno Unified School District Quote for Services 2024-25

PO Box 1601 Wildwood FL 34785 Focus5artsintegration.com 703.550.0281

	Each residency includes a scheduling meeting with admin, orientation with teachers and five classroom sessions with students. Included in the fee we also offer: · A total of six optional Virtual Professional Development Zooms for teachers to experience more ways that the arts can be integrated into the curriculum. This can be scheduled with an individual school or offered to teachers district wide. Each Zoom is typically 90-120 minutes. · A coupon code for up to 200 teachers to enroll in our Focus 5 Saturday Synchronous Series Classes. Professional learning workshops that are offered from 10:00AM - 11:30AM PST throughout the school year. (This would be optional for teachers since it's Saturday.)	**TOTAL $400,000.00**

Fresno Unified School District
4498 N Brawley Ave.
Fresno, CA 93722

Yolanda Serna
Office Assistant III
Visual and Performing Arts Department
630 N. Augusta Avenue, Room D2
(559) 248-7173
Yolanda.Serna@fresnounified.org

Heather Kuyper-McKeithen
FUSD Arts Education Department Manager
Heather.Kuyper-McKeithen@fresnounified.org

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-12**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with WOW Productions

ITEM DESCRIPTION: Included in the Board binders is an agreement with WOW Productions to provide lighting and sound design and technical support for productions and ensemble performances at Bullard TALENT K-8, a performing arts magnet school for students from all regions of Fresno Unified School District. WOW Productions has technical and design expertise to support student productions throughout the school year. All students in grades kindergarten through grade five perform in grade-level productions aligned to their grade level standards, and students in grades six through eight are in award-winning performing ensembles. WOW Productions will provide lighting and sound for most of these performances. These opportunities support language skills, reading, social-emotional development, student confidence, and will allow all students to learn and develop their skills in the California Arts Standards.

FINANCIAL SUMMARY: Sufficient funds in the amount of $18,000 are available in the Bullard TALENT K-8 Block Grant budget.

PREPARED BY: Marie Williams, Ed. D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D.,

INTERIM SUPERINTENDENT APPROVAL:

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 205960

Federal Funding Will Not Be Used

W.O.W. Productions	***6569 N. Riverside Dr. Suite 102***
Vendor Name	***Address***
559-930-4386	**Dan Aldape**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/31/2024	**Through: 6/13/2025**
FUSD Contract Administrator: Catherine.Aujero@fresnounified.org	**Bullard Talent K-8**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 7394 1060 5899 1110 1000**

Contract Amount: $18,000.00 **Estimated**

Scope of Work Summary: *Vendor* Will *Provide Lighting And Sound Design, Equipment, And Management For Student Productions Throughout The School Year.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:**

2) Reviewed & approved by **Cabinet Level:** Marie Williams

Natasha Baker

3) Reviewed & approved by **Risk Management:**

Please return signed agreement back to (name/email) : Catherine.Aujero@Fresnounified.Org

Routing: ***Board Date(if applicable): 10/23/2024***

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *205960* Funding: *Federal Funding Will Not Be Used*

School/Department Budget: **030 7394 1060 5899 1110 1000**

Contractor's Vendor Name: ***W.O.W. Productions***

Contractor's Contact Person: **Dan Aldape**

Contractor's Title: ***Owner*** Dan Aldape (Sep 25, 2024 13:20 PDT)

Contractor's Telephone Number: **559-930-4386**

Contractor's E-mail: ***Dan@Wowproductions.Org***

Contractor's Address: ***6569 N. Riverside Dr. Suite 102***

This Independent Contractor Services Agreement is made and entered into effective 10/31/2024 (the "Effective Date") by Fresno Unified School District("District") and ***W.O.W. Productions*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Vendor will provide lighting and sound design, equipment, and management for student productions throughout the school year.

b.) REQUIREMENTS:

c.) SPECIFIC TASKS: Vendor will provide lighting and sound design, equipment, and management for student productions throughout the school year.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Vendor will work on scheduled student performances, tech, dress rehearsal

e.) NOTICE REGARDING LATE DELIVERY: N/A

f.) PERSONNEL/KEY PERSONNEL: Trained professional sound and lighting technicians provided

g.) GENERAL ACCEPTANCE CRITERIA: Timely and professional services in lighting and sound provided

h.) LOCATION/HOURS OF WORK: Student performances take place at Bullard TALENT K-8, Veterans Memorial Auditorium, Royce Hall, and other possible community locations

II. Academic Return on Investment

Situation	*Inputs*	*Outputs*		*Outcomes* (Must be measurable)		
Problem and Need	***Investments*** *(e.g. equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The problem is that BT is a performing arts school with multiple student performances each month. However, we do not have a theater manager/tech.This vendor provides the needed lighting and sound design and technical support for student performances.	If we have these resources in place then our students will be able to participate and perform in high caliber exhibitions of their learned skills and demonstrate literacy and language learning through theatre, dance, and music.	Every elementary grade level puts on a student production during the school year, all of our dance, theatre, and music ensembles perform multiple times each semester. This vendor provides lighting and sound for each of these.	Every student in grades K-5 participates in a school grade level production, and most middle school students are in at least one performing ensemble.	We will achieve these changes in knowledge and learning through performing arts opportunities that develop language, reasoning and math skills for our students. Our school wide data continues to excel, and individual students are often exceeding their annual growth targets. Much of this is due to the arts opportunities provided at the school site. These high caliber performances build connections with our family and build a strong sense of community.	These performing opportunities build student confidence and language skills, as well as teach the CA. Arts Standards. Student growth is evident throughout the rehearsal and performance process. The high language skills are also evident in classrooms and on assessments.	These performing opportunities build student confidence and language skills, as well as teach the CA. Arts Standards. Student growth is evident throughout the rehearsal and performance process. The high language skills are also evident in classrooms and on assessments. iReady growth is strong at each grade level and SBAC scores are among the highest in the school district. Student performing groups consistently win accolades and awards at music festivals across the country (NY, LA, etc.)

III. Terms and Conditions

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/31/2024, and shall terminate on 6/13/2025. There shall be no extension of the term of the agreement without express written consent from all parties.

3. Payment. District agrees to pay Contractor at following rate of $18,000.00 per year, not to exceed $18,000.00. Checks will be made payable to ***W.O.W. Productions***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $18,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee (including supplemental non-perm) **(must mark Yes to confirm.** If employment relationship exists contact purchasing. This is not the appropriate form	✔	
6. CalPERS & CalSTRS. Contractor is a CalPERS or CalSTRS retiree?		✔
7. California Residency. Contractor is exempt from nonresident withholding in California:	✔	

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials Da SS

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims

administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention maybe satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

ial Here

Contractor's initials ba District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses,

including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***W.O.W. Productions***

Name: **Dan Aldape**

Address: ***6569 N. Riverside Dr. Suite 102***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. 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.

32. Board Approval. For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

33. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

W.O.W. Productions

DAN ALDAPE
DAN ALDAPE (Sep 23, 2024 15:01 PDT)

Name:*Dan Aldape , *Title: Owner

09/25/2024

Date

Signature 1

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

10/4/2024

Date

Contract: W.O.W. PRODUCTIONS

FUSD Contract Administrator:
Catherine.Aujero@fresnounified.org

Attachments

Fresno Unified School District

PURCHASING

4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-13**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement Renewal with KnowBe4

ITEM DESCRIPTION: Included in the Board binders is a 32-month agreement renewal with KnowBe4 to provide cybersecurity awareness training for staff.

KnowBe4 is the world's largest integrated platform for cybersecurity awareness training and simulated phishing. KnowBe4 has the world's largest library of cybersecurity awareness training content, including interactive modules, videos, games, posters, and newsletters. The included phishing assessments simulate what bad actors are actively doing and see how employees apply their training. Annual cybersecurity awareness training is mandatory.

The platform delivers concise, regular awareness training to educate staff on cybersecurity best practices. Employees also gain access to a comprehensive video library covering a wide range of cybersecurity topics. In addition to phishing prevention, the curriculum encompasses email security, data protection, and mobile device best practices. With KnowBe4, the district is building a culture of cybersecurity awareness that will serve us well into the future.

FINANCIAL SUMMARY: Sufficient funds in the amount of $139,400 are available in the Information Technology budget.

PREPARED BY: Ashley Aouate

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer, Tami Lundberg,

INTERIM SUPERINTENDENT APPROVAL:

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 217133

Federal Funding Will Not Be Used

Knowbe4 Inc.	***33 N Garden Avenue, Suite 1200***
Vendor Name	***Address***
855-566-9234	**Christina Price**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/23/2024	**Through: 6/30/2027**
FUSD Contract Administrator: Ashley.aouate@fresnounified.org	**Technology Services**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030 0188 0885 0000 7700 5899

Contract Amount: $139,370.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Cybersecurity* Awareness *Training. Their Services Include An Extensive Library Of Interactive Training Modules Covering Various Cybersecurity Topics, As Well As Customizable Phishing Simulation.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Ashley Aouate

2) Reviewed & approved by **Cabinet Level:** Tami Lundberg

3) Reviewed & approved by **Risk Management:** Stacey A

Please return signed agreement back to (name/email) : Cheng.Yang2@Fresnounified.Org

Routing:BOE Board Date(if applicable): 10/23/2024

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Organizations face increasing cyber threats, with human error often being the weakest link in security. There's a critical need for comprehensive cybersecurity awareness training to educate employees about potential risks, teach them to recognize and respond to threats, and foster a culture of security consciousness. KnowBe4's platform addresses this need by providing engaging, up-to-date training content and simulated phishing campaigns.	Investments for the KnowBe4 platform include the license fee based on the number of users. As this is a renewal to the KnowBe4 platform the technical implementation has already been completed. Full-time staff are provided the opportunity to participate in engaging training.	Key activities will involve scheduling and launching training modules, conducting simulated phishing campaigns, and analyzing results. IT will work with HR and department leaders to ensure widespread participation and to tailor the training approach for different user groups.	*All full-time staff will have the opportunity to participate in cybersecurity awareness training.*	In the short term, expect to see increased awareness of cybersecurity threats among employees. There should be a noticeable uptick in reporting of suspicious emails and activities.	As the training program matures, you should see measurable improvements in phishing simulation results, with significantly lower click rates on simulated attacks. Employees will demonstrate better understanding of security best practices in their daily activities. There should be fewer security incidents caused by human error, and faster reporting of potential threats.	Long-term benefits should include a strong security culture throughout the organization. Employees will consistently demonstrate good security habits, making the human element a strength rather than a weakness in the security posture. The district reduced likelihood of a cyber security incidents, and improved resilience against evolving threats.

Contract: KNOWBE4 INC.

FUSD Contract Administrator:
ashley.aouate@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT (together with all Exhibits, Schedules, Statements of Work and other attachments hereto, collectively, this "**Agreement**") is effective as of the date of the last signature below ("**Effective Date**") by and between KnowBe4, Inc., a Delaware Corporation with a principal place of business at 33 N. Garden Ave., Suite 1200, Clearwater, Florida 33755, USA and its subsidiaries (collectively, "**KnowBe4**"), and Fresno Unified School District, with a principal place of business at 2300 S. Willow Ave, Fresno CA 93725 ("**Customer**"). Customer and KnowBe4 may be referred to in this Agreement individually as a "**party**" or jointly as the "**parties**". This Agreement governs all purchased Subscription Services, as defined below, provided by KnowBe4 to Customer.

1. **Definitions.** For purposes of this Agreement:

"**Active User(s)**" means Customer's Users with active assigned Seats.
"**Affiliate**" means an entity that, directly or indirectly, through one or more entities, controls; is controlled by; or is under common control with, the specified entity.
"**Beta Services**" means the second phase of software testing in which a sampling of the intended audience samples a service prior to its general release where Customer, in return, provides KnowBe4 feedback about the Beta Services.
"**Channel Partner**" means an authorized KnowBe4 reseller, distributor, or managed service provider through which Customer may acquire the Subscription Services and/or Professional Services.
"**Confidential Information**" means all information or material disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally or in writing, that: (a) gives either party some competitive business advantage, gives either party an opportunity of obtaining some competitive business advantage, or the disclosure of which may be detrimental to the interests of the Disclosing Party; and (b) is either: (i) marked "Confidential," "Restricted," "Proprietary," or includes other similar markings; (ii) known by the parties to be confidential and proprietary; or (iii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Subscription Services are deemed Confidential Information of KnowBe4.
"**Customer Privacy Notice**" means KnowBe4's Customer Privacy Notice located at knowbe4.com/product-privacy-notice, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.
"**Documentation**" means KnowBe4's then-current generally available knowledge base that contains usage documentation, specifications, user manuals, and support guidance, for the Subscription Services that are located at support.knowbe4.com/hc/en-us or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.
"**LMS**" means a learning management system for the administration, documentation, tracking, reporting, and delivery of Training Content, that includes any e-learning education courses or training programs. KnowBe4 provides a cloud-based LMS through its Web Hosted Services. Upon approval by KnowBe4, Customer may also opt to use its own, or a third party's, LMS in accordance with the terms of this Agreement.
"**Professional Services**" means any professional services, including implementation and installation services, managed services, consultancy services, or customization and branding services of Training Content as agreed upon by the parties and set forth in a Quote. KnowBe4 may require Customer to enter into a statement of work ("**SOW**") detailing the Professional Services to be performed.
"**Quote**" means a purchasing document or other similar document, such as a purchase order or SOW, in connection with a purchase under this Agreement. The parties may attach a copy of the initial Quote as an exhibit to this Agreement. If such Quote is attached, the Quote will be deemed accepted upon execution of this Agreement.
"**Seat(s)**" refers to the number of Users permitted access to the Subscription Services pursuant to the user count purchased via a Quote.
"**Security Page**" means KnowBe4's security statement that provides information about KnowBe4's security practices, located at knowbe4.com/security, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.
"**Software**" means the object code version of any software that may be licensed by Customer under this Agreement for installation on Customer's systems. To the extent KnowBe4 delivers any updates or enhancements to Customer as part of the Support Services, such updates and enhancements will be deemed included in the definition of Software.
"**Subscription Services**" means any Web Hosted Services, Software, Support Services, Professional Services, Training Content, and/or other services that KnowBe4 offers to Customer, including any applicable Documentation.
"**Support Services**" means maintenance and support of any Subscription Services provided by KnowBe4, as set forth in Exhibit A.
"**Subscription Term**" means the term set forth in the respective Quote during which the Customer is granted access to the Subscription Services in accordance with this Agreement.
"**Training Content**" means digital courseware, training modules, testing and training templates, games, posters, artwork, videos, newsletters, security documents, or other content and materials provided by KnowBe4 and/or its third party licensors (as defined below).
"**User(s)**" means Customer's and it's Affiliates' authorized affiliated users (i.e., Customer's employees, independent contractors, or individual members that are a part of Customer's organization) with an assigned unique organizational email address (i.e., an email address using domain names that Customer owns or is authorized by the domain name owner to use for the purposes contemplated herein), who may access the applicable Subscription Services.
"**Web Hosted Services**" means an application and/or database services hosted by KnowBe4 or its agents, made available for remote access and use by Customer and its Users, under this Agreement.

2. **Payment Terms.**

2.1. ***Subscription Services Purchase.*** Customer is deemed to have committed to a purchase in full for the Subscription Services (regardless of any split payment terms) upon the earlier of: (a) a Quote signed by Customer that is sent to KnowBe4 or to the respective KnowBe4 Channel Partner for processing; (b) an attached Quote, upon execution of this Agreement; or (c) tender of payment by Customer through check, credit card, or other form of payment. Payment via check, credit card, or other form of

tendering payment will be deemed acceptance of the corresponding Quote or invoice sent to Customer by KnowBe4. If Customer is an organization subject to certain fiscal period restrictions or appropriations, Customer hereby represents and warrants that Customer has the ability to pay all fees, regardless of any split payment terms, in full, out of Customer's current fiscal period's allocated budget or that Customer has the authority to legally commit to a purchase outside of the current fiscal period. Except as otherwise specified herein, all sales are final, non-refundable, and non-returnable.

2.2. ***Subscription Services Fees.*** The fees for Subscription Services will be specified by KnowBe4 and will be applicable for the period specified in the KnowBe4 Quote (as applicable). If no period is specified, pricing will be applicable for thirty (30) calendar days. Notwithstanding the foregoing, prices may be subject to increase upon the renewal of a Quote, or in the event Customer adds on or upgrades the Subscription Services during the Subscription Term specified in the Quote. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature including, for example, value-added; sales; use; or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If KnowBe4 has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, KnowBe4 will invoice Customer and Customer will pay that amount unless Customer provides KnowBe4 with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, KnowBe4 is solely responsible for taxes assessable against it based on its income, property, and employees. Except as otherwise specified herein or in a Quote: (a) fees are based on the Subscription Services acquired and not actual usage; (b) payment obligations are non-cancelable and fees paid are non-refundable, except where expressly permitted herein; and (c) the Subscription Term and quantities purchased cannot be decreased during the applicable Subscription Term. For clarity, Customer is responsible for any payments owed but not paid by any Affiliates ordering Subscription Services hereunder. In the event Customer requires KnowBe4 to use a vendor payment portal or compliance portal which charges KnowBe4 a fee or a percentage of any uploaded invoice as a required cost of doing business, Customer shall be invoiced by KnowBe4 for, and Customer is obligated to pay, the cost of any such fees.

2.3. ***Due Date; Late Payments.*** Amounts due for Subscription Services may be invoiced by KnowBe4 in full at the start of the Subscription Term or as otherwise expressly provided in the Quote. Customer agrees to pay the net amount of each invoice without offset or deduction within thirty (30) days after the date of KnowBe4's invoice (unless otherwise noted on the invoice). If any undisputed amount is not paid by Customer within fifteen (15) days' notice of late payment, KnowBe4 will be entitled to receive the amount due plus interest thereon at a rate of 1.5% per month (or the highest rate permitted by applicable law) on all undisputed amounts that are not paid on or before the date due. Customer will also pay all of KnowBe4's reasonable costs of collection including, but not limited to, reasonable attorneys' fees.

2.4. ***Disputed Payments.*** Customer has the right, in good faith, to dispute all or a portion of an invoice prior to its due date. KnowBe4 will not collect interest on disputed amounts in the event Customer provides KnowBe4 with written notice, prior to the due date, that Customer disputes such charges, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

2.5. ***Credit Approval; Application of Payment.*** Customer may, from time to time, be subject to credit approval by KnowBe4. Customer agrees to submit financial information as may be reasonably requested by KnowBe4 for the establishment and/or continuation of credit terms. Any payment received from Customer may be applied by KnowBe4 against any obligation owed to KnowBe4 by Customer.

2.6. ***Channel Partner Purchases.*** In the event Customer acquires Subscription Services through a Channel Partner, all payment-related terms will be set forth in the applicable agreement between such Channel Partner and Customer. Any agreements Customer enters into with a Channel Partner shall be between Customer and the Channel Partner and shall not be binding upon KnowBe4.

3. Usage and Rights.

3.1. ***Subscription Services.*** For the duration of the Subscription Term, and in accordance with the terms of this Agreement and the Documentation, KnowBe4 grants to Customer a non-exclusive, non-transferable, non-assignable right to access the applicable Subscription Services set forth in the Quote for Customer's internal organizational use only, and not for resale or publication. If Software and/or Training Content downloads are enabled in the applicable Subscription Services, Customer will have the license right to download, install, use, execute, and display the Software and Training Content in accordance with this Agreement, the Documentation, and Section 4.3 ("Use of Customer or Third Party LMS"). Some Software or other components used in KnowBe4's Subscription Services may be offered under an open source license, located at knowbe4.com/hc/en-us/articles/360000870387-Open-Source-Licensing-Information, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

3.2. ***Operation of the Subscription Services.*** The implementation and operation of KnowBe4's Subscription Services, and any deliverables resulting from the Subscription Services, are performed by designated administrator(s) employed or contracted by Customer. Any Managed Services, as defined below, may be subject to additional fees.

3.3. ***Customer Users.*** The Subscription Services are only permitted to be used by the authorized number of Users for whom Customer paid the applicable Subscription Services fees. The Subscription Services are provided on a per-Seat, subscription basis. Customer is solely responsible for the management of access to the Subscription Services of its Users. The concurrent number of Active Users receiving access may not exceed the number of purchased Seats. If the number of Active Users exceeds the number of purchased Seats, Customer is obligated to either pay for any Seats that surpass the purchased amount or immediately reduce its number of Active Users. Customer is not permitted to freely re-assign Seats to Users. KnowBe4 prohibits cycling of Seats amongst Customer's personnel. If an Active User's account is terminated or removed, that User's Seat license is no longer considered active and may be allocated to another User upon written approval by KnowBe4. Notwithstanding the foregoing, KnowBe4's approval is not required in the instance an Active User's account is terminated or removed due to the Active User's departure from the organization, or otherwise for termination of contract with that Active User, to account for Customer's normal attrition in its workforce. KnowBe4 reserves the right to monitor Customer's compliance with this Section. Upon request by KnowBe4, Customer agrees to certify its compliance with this Section. Additional Seats may be added during the applicable Subscription Term and such additional Seats will be co-pending with the then-current Subscription Term and will terminate on the same date. Add-ons for more Seats, mid-Subscription Term, will be priced at the same volume, level, and term discount purchased under the applicable co-pending Quote and will be valid only until the end of such co-pending Subscription Term. New rates may apply upon renewal.

3.4. ***Professional Services.*** In the instance Customer purchases Professional Services to be performed by KnowBe4, Customer may be required to sign an SOW detailing the project specifications. Professional Services may include, but are not limited to, the request for KnowBe4 to implement and operate the Subscription Services on behalf of Customer (**"Managed Services"**), additional maintenance and support (as opposed to the standard Support Services already included), customization and branding of any Training Content, and any additional consultancy or professional services. The completion time for any Professional Services to be performed under an SOW, and any milestones, will be dependent on KnowBe4's receipt of all Customer assets and specifications necessary for the project, in addition to KnowBe4 receiving a validly signed SOW for processing, as requested by KnowBe4. The completion deadline will start from the date of delivery of all such assets and specifications, not the date of KnowBe4's receipt of the signed SOW. Customer acknowledges that delays in providing assets or specifications at the request of KnowBe4 for such Professional Services may delay the completion of the Professional Services. KnowBe4 will not be faulted for delays caused by Customer's failure to reasonably cooperate. Any pre-purchased, unused Professional Service hours will be rolled over if the respective Subscription Term is renewed under this Agreement. Professional Service hours that are not rolled over will not be refunded upon termination or expiration of this Agreement/all Quote Subscription Terms.

3.5. ***Support Services***. Subscription Services are made available with standard Support Services for no additional charge. Support Services are made available in accordance with the terms and conditions set forth in Exhibit A. Notwithstanding the foregoing, KnowBe4 will have no obligation to support: (a) services, hardware, or software provided by anyone other than KnowBe4; (b) Subscription Services issues caused by Customer's negligence, abuse, or misapplication; or (c) Customer's use of Subscription Services other than as specified in the Documentation.

3.6. ***Beta Services.*** KnowBe4 may offer Beta Services to Customer at no charge. Use of the Beta Services are at the election of Customer and are for evaluation purposes only. Beta Services are not considered "Subscription Services" and do not come with Support Services. Beta Services may be subject to additional terms. KnowBe4 reserves the right to discontinue the Beta Services at any time. Use of the Beta Services will automatically terminate at such time that KnowBe4 makes such Beta Services generally available. Beta Services may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (a) Beta Services are experimental and have not been fully tested; (b) Beta Services may not meet Customer's requirements; (c) the use or operation of any Beta Services may not be uninterrupted or error free; (d) Customer's use of any Beta Services is for purposes of evaluating and testing the Beta Services and for providing feedback to KnowBe4; (e) Customer will inform its Users regarding the nature of Beta Services; and (f) Beta Services are considered Confidential Information. Customer will promptly report any errors, defects, or other deficiencies in any Beta Services to KnowBe4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against KnowBe4, KnowBe4's third party providers, and KnowBe4's third party licensors (KnowBe4's third party providers and KnowBe4's third party licensors, collectively, "**TPPs**") arising out of Customer's use of Beta Services.

3.7. ***Intellectual Property.*** This is not a work made-for-hire agreement, as defined by U.S. or other applicable law. KnowBe4 and its licensors own and reserve all right, title, and interest, including intellectual property rights, in the Subscription Services and all enhancements, modifications, and updates thereto. All rights and licenses granted by KnowBe4 to the Subscription Services under this Agreement are not, and shall not, be deemed to be rights or licenses to "intellectual property," as such term is used and interpreted under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. § 365(n)), or other applicable laws. Except for express licenses granted in this Agreement, KnowBe4 is not granting any interest, express or implied, in or to KnowBe4's intellectual property. KnowBe4 reserves all rights in such property.

3.8. ***Feedback.*** Customer may provide KnowBe4 with suggestions, comments, or other feedback (collectively, "**Feedback**") with respect to the Subscription Services. Feedback is voluntary. KnowBe4 is not obligated to hold any Feedback in confidence. KnowBe4 may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of any intellectual property in any Feedback, Customer grants KnowBe4 an irrevocable, non-exclusive, perpetual, royalty-free license to use such Feedback in connection with KnowBe4's business, including the enhancement of the Subscription Services.

3.9. ***Subscription Services Analytics.*** Notwithstanding anything to the contrary, KnowBe4 shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Subscription Services (including, without limitation, information concerning Customer Data and data derived therefrom), and KnowBe4 may: (a) use such information and data to improve and enhance the Subscription Services and for other support, development, diagnostic, corrective purposes, or other similar purposes; and (b) publish such data solely in aggregate or other de-identified form. To the extent such data is publicly disclosed, it will only be disclosed in a generic or aggregated manner that does not directly or indirectly identify the Customer or any individual User and will exclude Customer Confidential Information and Personal Data (as defined below). KnowBe4 shall implement industry standard practice technical safeguards that prevent reidentification of data and implement industry standard practice business processes to prevent inadvertent release of Customer Data (as defined below).

4. Customer Obligations and Restrictions.

4.1. ***Connectivity.*** Customer is solely responsible for all telecommunication or Internet connections, and associated fees, required to access and use the Subscription Services, as well as all hardware and software. KnowBe4 is not responsible for: (a) Customer's access to the Internet; (b) interception or interruptions of communications through the Internet; or (c) changes or losses of data through the Internet.

4.2. ***User Credentials.*** Customer will ensure User credentials (e.g., usernames and passwords) remain confidential, and Customer and Users will not disclose any such credentials to any third party. In addition, Customer will notify KnowBe4 immediately upon discovery of an unauthorized disclosure of any such credentials or upon any unauthorized access. Upon any termination of the engagement or deactivation of any User with knowledge of any such credentials, Customer will immediately change such credentials and remove access for that User. Customer may only assign Seats to Users with unique email addresses with business domain names that Customer either owns or is authorized to use by the domain name owner in accordance with this Agreement and the applicable Documentation.

4.3. ***Use of Customer or Third Party LMS.*** In the event Customer uses its own or a third party's LMS for hosting Training Content or other such content provided by KnowBe4 or TPPs, Customer will ensure strict compliance in accordance with this Agreement and

will ensure an agreement is in place with any such third party that contains substantially the same level of protection for the Training Content and other such content as contained herein. After the termination or expiration of the applicable Term (as defined below), Customer will ensure all Training Content and other such content is removed from its own, or the third party's, possession.

4.4. ***Affiliates.*** Customer, if purchasing Seats on behalf of an Affiliate, will ensure its Affiliates comply with the terms of this Agreement. The use of the Subscription Services by the Affiliate and its Users represents acceptance of the terms of this Agreement by such Affiliate and its Users for which Customer will be jointly and severally liable with its Affiliate for any breach by the Affiliate or its Users of this Agreement. No Affiliate may directly enforce any provision of this Agreement. All actions to enforce this Agreement must be brought by Customer.

4.5. ***Restrictions.*** Customer agrees not to: (a) copy, reproduce, reverse engineer, disassemble, create derivative works from, decompile, or otherwise attempt to reveal the trade secrets or know-how underlying the Subscription Services; (b) use KnowBe4's intellectual property or Confidential Information to develop a competitive offering or otherwise copy KnowBe4's content, materials, and/or user interface for the development of similar services; (c) remove or destroy any copyright notices, other proprietary markings, or confidentiality legends placed on or made available through the Subscription Services; (d) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Subscription Services or the data contained therein (including without limitation penetration or other such security testing); (e) access or use the Subscription Services if Customer is a direct competitor of KnowBe4 (or a third party agent acting on behalf of such direct competitor); (f) access or use the Subscription Services for competitive analytical, benchmarking, or market research purposes; or (g) access or use the Subscription Services in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation.

4.6. Customer acknowledges that some of KnowBe4's Subscription Services are designed to assist Customer in training Users and may include developing, customizing, and sending fake cyber security attack campaigns for purposes of training Customer's Users, and that Customer, and not KnowBe4 or any Channel Partners, will be responsible for Customer's compliance with all laws and governmental regulations. Customer further acknowledges and agrees that it is solely responsible for the management and administration of the Subscription Services, including determining the appropriateness and suitability of such Subscription Services, including Training Content, for the intended audience, in compliance with all applicable laws, regulations, and community standards.

4.7. **Customer Content.**

4.7.1 Depending on the Subscription Services purchased via a Quote, Customer may use KnowBe4's Subscription Services for the hosting of its assets, content, and other materials, such as certain reports; documents; manuals; audiovisual materials; photos; videos; and audio files, to make available to Active Users on or through the KnowBe4's LMS or Web Hosted Services ("**Customer Content**"). Customer shall retain ownership of the Customer Content. Subject to, and conditioned on, Customer's and its Users' compliance with the terms and conditions of this Agreement, during the applicable Subscription Term, KnowBe4 will provide Customer and Active Users remote electronic access to the Customer Content through the Subscription Services in accordance with this Agreement. KnowBe4 has the right to: (a) take any action with respect to Customer Content that it deems necessary or appropriate, in KnowBe4's sole discretion, including if KnowBe4 reasonably believes that such Customer Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of any person, or creates potential liability for KnowBe4; (b) take appropriate legal action including, without limitation, referral to law enforcement related to any illegal or unauthorized Customer Content provided by Customer; or (c) terminate or suspend Customer's access to the Subscription Services for violation of this Agreement. Customer grants KnowBe4, its TPPs, and each of their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose the Customer Content as necessary to make the Customer Content available to Customer and its Active Users through the Subscription Services.

4.7.2 Customer represents and warrants that: (a) Customer owns all rights in and to the Customer Content and/or has the right to grant the licenses granted herein to KnowBe4, its TPPs, and each of their respective licensees, successors, and assigns; and (b) all Customer Content does and will continue to comply with this Agreement; (c) all Customer Content does and will continue to comply with all applicable laws and regulations; and (d) the Customer Content does not and will not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that may give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (v) promote any illegal activity or advocate, promote, or assist in any unlawful act; (vi) intentionally create unreasonable disturbances to any other person or organization; or (vii) contain any: (A) viruses, trojan horses, worms, backdoors, or other software or hardware devices, the effect of which would permit unauthorized access to, or disable, erase, or otherwise harm any computer, systems, software, or content; or (B) time bombs, drop dead devices, or other software or hardware devices designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive KnowBe4, or its customers/users, of its lawful rights. In addition to Customer's indemnification obligations contained in this Agreement, Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by KnowBe4 as a result of any claim by a third party arising from KnowBe4's hosting or distribution of the Customer Content as authorized under this Agreement. The procedure for indemnification will be as set forth in the Section covering Customer's indemnification obligations.

5. **Term and Termination.**

5.1. ***Term.*** This Agreement will be effective as of the Effective Date and will remain in full force and effect until all Quote terms have expired or otherwise have been terminated (a Quote term individually, a "**Subscription Term**" and all Quote Subscription Terms, collectively, the "**Term**").

5.2. ***Suspension.*** KnowBe4 may, at its option, suspend Customer's (or a User's) use or access to the Subscription Services if: (a) Customer is in breach of the Agreement (including failure to make timely payment in accordance with Section 5.3.1); (b) KnowBe4 believes that such use or access poses a security risk to the Subscription Services or to other customers or users of the Subscription Services; (c) it is necessary to prevent damage to, or degradation of, the Subscription Services or KnowBe4's systems; (d) such use or access violates any law, regulation, court order, or other governmental request; or (e) KnowBe4 suspects fraud or abuse. KnowBe4 will make commercially reasonable efforts to: (i) limit the suspension to the affected portion of the Subscription Services; and (ii) promptly resolve the issues causing the suspension of the Subscription Services. Nothing in this clause limit's KnowBe4's ability to terminate the Agreement for cause as described in the Agreement. KnowBe4 may also terminate the Agreement in the instance Customer is acting, or has acted, in a manner that violates applicable law or if continuing the business relationship could violate any laws or regulations.

5.3. ***Termination.***

5.3.1. If Customer fails to pay any invoice when due and does not make such payment within fifteen (15) days after receipt of notice from KnowBe4 of such failure, KnowBe4 may, in its sole discretion, either: (a) suspend delivery or performance of any Quote, or any remaining balance thereof, until such payment is made; or (b) terminate any Quote. In either event, Customer will remain liable to pay for the Subscription Services.

5.3.2. Either party may terminate the Agreement or a Quote upon a material breach of the Agreement or Quote by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

5.3.3. Customer may terminate this Agreement or any applicable Quote at any time and for any reason upon providing thirty (30) days' written notice to KnowBe4, provided Customer will not be entitled to reimbursement or relief of its future payment obligations.

5.3.4. KnowBe4 may terminate this Agreement or any applicable Quote at any time and for any reason upon providing thirty (30) days' written notice to Customer, provided Customer will be entitled to a prorated refund and relief of its future payment obligations for the unused portion of the Subscription Services.

5.4. ***Effects of Termination.***

5.4.1. In the event the Agreement or Quote is terminated by Customer without cause, or by KnowBe4 for cause, Customer will pay for all Subscription Services ordered as of the effective date of termination of the particular Quote. In addition, if a Quote specifies a Subscription Term for which KnowBe4 will provide Subscription Services or Professional Services to Customer (e.g., thirty-six (36) months), and that Quote is terminated by KnowBe4 for cause (including nonpayment) or by Customer without cause, then all future, recurring fees associated with the remaining Subscription Term of such Quote will become immediately due and payable, and will be paid by Customer to KnowBe4 upon the effective date of such termination.

5.4.2. In the event Customer terminates the Agreement or Quote for material breach in accordance with this Agreement, Customer will be issued a refund for any unusable, pre-paid Subscription Services fees for the remainder of the Subscription Term, as applicable, of the affected Subscription Services.

5.4.3. Upon any termination, Customer's right to use and access the Subscription Services (including any Training Content and other materials provided by KnowBe4) will immediately cease. Customer must return or destroy all copies (original and duplicates) of such Subscription Services, in accordance with this Agreement. Upon request by KnowBe4, Customer must provide to KnowBe4 a certification of destruction.

5.4.4. During an applicable Subscription Term, Customer will have the ability to download a copy of its Customer Data contained in the Subscription Services in the form and format as such Customer Data exists in the Subscription Services. Upon termination or expiration of this Agreement or the Term, KnowBe4 and its TPPs will have the right to delete or destroy Customer Data in its possession. Notwithstanding the forgoing, KnowBe4 will be permitted to retain copies of data contained in an archive that: (a) are made in accordance with its security retention (including email retention) policy, a database backup, and/or disaster recovery procedures; or (b) are kept by KnowBe4 for record-keeping, archival, or governance purposes in compliance with KnowBe4's document retention policies. To the extent it is not commercially reasonable or technically feasible for KnowBe4 to remove Customer Data from archive or other backup media, KnowBe4 may retain Customer Data on such media in accordance with its retention, backup, or other disaster recovery procedures. Any such retained data will remain subject to the provisions of this Agreement for so long as it is retained.

5.4.5. The exercise of the right to terminate this Agreement and any Quote will be in addition to any other rights or remedies provided in this Agreement, or existing at law or equity, that are not otherwise excluded or limited under this Agreement.

6. Confidentiality.

6.1. ***Confidential Information.*** During the Term, each party may disclose to the other certain Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the Receiving Party of this Agreement; (b) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; or (d) was independently developed by a party hereto without reference to Confidential Information of the other party.

6.2. ***Protection of Confidential Information.*** Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to, and subsequent uses by: (a) the Receiving Party's Representatives on a need-to-know basis, provided that such Representatives have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section; and/or (b) as required pursuant to a subpoena or other similar order of any court or government agency provided, however, that the party receiving such subpoena or order will promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and will only disclose that Confidential Information as necessary to comply with such subpoena or order. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party will use at least the same degree of care and precaution that it uses to protect the confidentiality of its own Confidential Information and trade secrets of similar nature, but in no event less than reasonable care.

Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. The term "**Representatives**" means with respect to a party, that party's and its Affiliates' respective Active Users, officers, directors, partners, shareholders, consultants, agents, independent contractors, service providers, attorneys, accountants, lenders, and advisors and, with respect to KnowBe4, KnowBe4's subcontractors, as may be applicable.

6.3. ***Return and Destruction of Materials.*** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts, or extracts thereof that are in the possession of the other party will be, and remain, the property of the Disclosing Party and will be promptly returned to the Disclosing Party. The Receiving Party will use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in its possession upon the Disclosing Party's written request. The Receiving Party will have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that were made in accordance with such party's security, retention, and/or disaster recovery procedures; or (b) are kept by a party for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information will remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

7. Data Rights and Protection.

7.1. ***Customer Data.*** Customer grants KnowBe4 a non-exclusive, world-wide, royalty-free license to use data and other information including, but not limited to, Personal Data processed or stored through the Subscription Services by Customer or on behalf of Customer ("**Customer Data**"): (a) in accordance with this Agreement; (b) in accordance with the Customer Privacy Notice; (c) for the provision of the Subscription Services including any Professional Services and Support Services; and/or (d) as may be required by law. "**Personal Data**" means personally identifiable information as defined by applicable law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide Customer Data to KnowBe4 for use as contemplated under this Agreement. Except for the limited license granted herein, nothing contained in this Agreement will be construed as granting KnowBe4 any right, title, or interest in the Customer Data.

7.2. ***Data Security.*** Customer Data is maintained in accordance with Exhibit B using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. KnowBe4's security safeguards include means for preventing access, use, modification, and disclosure of Customer Data by unauthorized individuals. Notwithstanding the foregoing, Customer Data access may be provided: (a) to KnowBe4 and other personnel to the extent necessary to provide the Subscription Services, Professional Services, and Support Services; (b) as compelled by law; (c) as set forth in the Customer Privacy Notice; or (d) as expressly permitted by Customer. KnowBe4's Subscription Services currently operate in third party data centers that have been built with high availability, business continuity, and disaster recovery in mind. KnowBe4's cloud architecture follows industry standard security practices and is regularly assessed for vulnerabilities and risks. Information about KnowBe4's information security practices may be found at KnowBe4's Security Page.

7.3. ***Data Protection.*** The collection, use, and disclosure of Customer Data in connection with Customer's use of the Subscription Services is subject to the Customer Privacy Notice. By using the Subscription Services, Customer and each User acknowledge that the Customer Data will be processed in accordance with both the Customer Privacy Notice and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be different or less stringent, provided KnowBe4 ensures compliance with applicable data protection laws. By using the Subscription Services, or submitting Customer Data via the Subscription Services, Customer expressly consents to such processing. To the extent Customer or User provides Personal Data or other information belonging to a third party, Customer represents and warrants that it has that person's, or organization's, or other such third party's proper consent, or otherwise proper authorization, to do so. In the event Customer enters into a Data Processing Agreement with KnowBe4, such Data Processing Agreement will govern the data handling practices between the parties and will supersede the language contained in this Section in the event of a conflict.

7.4. ***Third Party Products.*** Customer (and its Users, as permitted by Customer) may choose to use or procure other third party products or services in connection with the Subscription Services, including third party integrations or implementation, customization, training, or other services. Customer's use of any such third party products or services (and the third parties' use of any of Customer Data) is subject to a separate agreement between Customer and the third party provider. If you enable or use third party products or services with the Subscription Services (including any third party integrations), KnowBe4 will allow the third party providers to access or use Customer Data as required for the interoperation of their products and services with the Subscription Services, provided it is permissible in accordance with the Documentation and this Agreement. This may include transmitting, transferring, modifying, or deleting Customer Data, or storing Customer Data on systems belonging to the third party providers or other third parties. Any third party provider's use of Customer Data is subject to the applicable agreement between Customer and such third party provider. KnowBe4 is not responsible for any access to, or use of, Customer Data by third party providers or their products or services, or for the security or privacy practices of any third party provider or its products or services. Customer is solely responsible for Customer's decision to permit any third party provider or third party product or service to use Customer Data. It is Customer's responsibility to carefully review the agreement between Customer and the third party provider, as provided by the applicable third party provider. AS FURTHER SET FORTH BELOW, KNOWBE4 DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY, OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS OR VENDORS.

7.5. ***Protected Health Information, Payment Card Information, and other Sensitive Information.*** KnowBe4 does not need, nor does KnowBe4 request, any protected health information ("**PHI**") governed by the Health Insurance Portability and Accountability Act and its implementing regulations ("**HIPAA**"). KnowBe4 does not need, nor does KnowBe4 request, any non-public consumer

personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act ("**GLBA**") or payment card information covered by the Payment Card Industry Data Security Standards ("**PCI DSS**") in order to provide KnowBe4's Subscription Services. Customer should never disclose, nor allow to be disclosed, PHI or information protected by GLBA, PCI DSS, or other sensitive information to KnowBe4. Customer acknowledges that KnowBe4 does not take steps to ensure KnowBe4's Subscription Services are compliant with HIPAA, GLBA, PCI DSS, or equivalent laws and regulations. All obligations of the aforementioned regulations remain solely with Customer.

8. Compliance.

8.1. ***Anti-Bribery & Corruption.*** Customer will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person or unlawfully provide anything of value (whether as property, services, or in any other form) to any person for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement or any related activities.

8.2. ***International Trade Compliance.*** The sale, resale, or other disposition of Subscription Services and any related technology or documentation are subject to various economic sanctions, export control laws, and other restrictive trade measures administered by the U.S. and other applicable governments. Because these laws may have extraterritorial effect, Customer will comply with all such measures where applicable, including, without limitation: (a) the Export Administration Act of 1979, as amended (50 U.S.C. §§ 2401–2420) and the Export Administration Regulations, 15 C.F.R. §§ 730–774 ("**EAR**"); (b) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("**ITAR**"); (c) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), 31 C.F.R. §§ 500, et seq., and the U.S. Department of State; and (d) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Customer understands and acknowledges that it is solely responsible for complying with such laws whenever applicable. Customer further understands and acknowledges that it will not directly or indirectly export, import, sell, disclose, or otherwise transfer any Subscription Services to any country or party subject to such restrictions, and that it is solely responsible for obtaining any license(s) to export, re-export, or import the Subscription Services that may be required. With these restrictions in mind, Customer agrees it will not provide, sell, ship, or otherwise transfer any KnowBe4 products, services, technology, or technical data to any of the following:

- parties targeted for boycotts, embargoes, sanctions, or other similar measures by the United Nations Security Council;
- parties appearing on the European Union's Consolidated Sanctions List or the United Kingdom's List of Consolidated Financial Sanctions Targets;
- parties appearing on the Denied Persons List, Entity List, and Unverified List administered by the U.S. Commerce Department;
- parties appearing on the sanctions lists administered by OFAC and the U.S. State Department;
- countries or regions subject to U.S., EU or UK embargoes or sanctions, as applicable; or
- parties that are, directly or indirectly, at least 50 percent owned or controlled by parties subject to sanctions programs administered by the U.S. OFAC, the UK or EU, whether individually or in the aggregate.

Customer confirms that it is not subject to, owned by, nor otherwise controlled by parties that are subject to any of the restrictive trade measures discussed above. In the event that Customer becomes subject to any of these restrictive trade measures, Customer will immediately provide written notice to KnowBe4. Customer additionally agrees to abide by any territory restrictions that KnowBe4 implements. The current list of restrictions are located at support.knowbe4.com/hc/en-us/articles/8816685208723, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time. This Section shall survive the expiration or termination of this Agreement. KnowBe4 reserves the right to terminate this Agreement immediately in the event Customer becomes a sanctioned party, and Customer may not be entitled to any refunds for any prepaid, unused Subscription Services.

8.3. ***Anti-Money Laundering.*** Customer represents and warrants that all payments will be made by its legal entity as identified in the Quote or this Agreement (or by its Affiliates) entering into this Agreement and that Customer will not misrepresent or attempt to conceal the identity of the party paying or any recipient(s) of the Subscription Services.

8.4. ***Background Checks.*** In accordance with KnowBe4's background check policy for its U.S. entity, and to the extent allowed by applicable laws, KnowBe4 has not knowingly employed any persons who, in the past seven (7) years, have been convicted of an offense involving violence, theft, fraud, money laundering, sex crimes, or other offenses that pose an unacceptable level of risk, given the scope of the applicable employment position and KnowBe4's business needs.

9. Warranties and Disclaimers.

9.1. ***Subscription Service Warranties.*** The Subscription Services will materially conform to the then-current applicable Documentation, and during the applicable Subscription Term, KnowBe4 will not materially decrease the overall functionality of the Subscription Services. Customer must promptly notify KnowBe4 of any breach of this warranty. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4 to provide Support Services to repair or replace the relevant Subscription Service within thirty (30) days of such notice of non-conformity. If KnowBe4 is unable to remedy such non-conformity within such period to cure, Customer will be entitled to terminate the relevant Quote and will be issued a refund for any pre-paid Subscription Services fees for the unusable portion of the Subscription Services from the date of KnowBe4's receipt of adequate notice of an actual non-conformity. KnowBe4 will not be responsible for any breach of the foregoing warranty resulting from Customer's abuse or misuse of the Subscription Services or failure to use the Subscription Services as described in this Agreement, including failure to use the Subscription Services in accordance with its operational requirements described in the Documentation, and provided that Customer will not be entitled to any refund or relief of payment obligations if Customer is also in breach of the Agreement at the time of such termination. Customer is required to sufficiently detail the non-conformity in a manner that allows KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Subscription Services will only operate in accordance with KnowBe4's Documentation, and it is Customer's responsibility to ensure that the Subscription Services will be fit for its purposes and to ensure that the Subscription Services will be supported by Customer's technology and organizational environment.

9.2. ***Professional Service Warranties.*** KnowBe4 warrants that KnowBe4 will provide the Professional Services in a professional, workmanlike manner consistent with this Agreement. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of discovery of the breach. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4, in its sole discretion, either to use reasonable efforts to re-perform the Professional Services or to terminate the relevant Quote or SOW and issue a refund for the portion of pre-paid Professional Services fees for the non-conforming Services.

9.3. ***Compliance Warranties.*** Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Subscription Services.

9.4. ***Disclaimers.*** EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION: (A) THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (B) KNOWBE4 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. KNOWBE4 DOES NOT WARRANT THAT THE OPERATION OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SUBSCRIPTION SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING, OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY KNOWBE4 OR KNOWBE4'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT TRAINING CONTENT IS FOR GENERAL INFORMATION PURPOSES ONLY AND THAT KNOWBE4 IS NOT A LAW FIRM, NOR DOES IT PROVIDE ANY PROFESSIONAL OR ADVISORY SERVICES. THE INFORMATION PRESENTED IS NOT LEGAL ADVICE AND IS NOT TO BE ACTED ON AS SUCH. THE SUBSCRIPTION SERVICES MAY CONTAIN THE TRADE NAMES OR TRADEMARKS OF VARIOUS THIRD PARTIES AND, IF SO, ANY SUCH USE IS FOR ILLUSTRATIVE AND EDUCATIONAL PURPOSES ONLY. ALL SUBSCRIPTION SERVICES AND COMPANY NAMES ARE PROPERTY OF THEIR RESPECTIVE OWNERS. USE OR DISPLAY OF THE TRADEMARKS DOES NOT IMPLY ANY AFFILIATION WITH, ENDORSEMENT BY, OR ASSOCIATION OF ANY KIND BETWEEN SUCH THIRD PARTIES AND KNOWBE4.

9.5. THE SUBSCRIPTION SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT KNOWBE4 AND ITS TPPS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO, AND DAMAGE, CUSTOMER DATA, WEBSITES, COMPUTERS, OR NETWORKS. KNOWBE4 WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS ACTIONS USING FEATURES OR COMPONENTS OF THE SUBSCRIPTION SERVICES THAT INTEGRATE WITH CUSTOMER'S INFORMATION TECHNOLOGY SYSTEMS AND ACKNOWLEDGES THAT KNOWBE4 IS NOT RESPONSIBLE FOR: (I) CUSTOMER'S ACTIONS WITHIN ITS SYSTEMS USING SUCH FEATURES OR COMPONENTS; (II) FOR CUSTOMER'S BACKUPS OF ITS INFORMATION TECHNOLOGY SYSTEMS; AND/OR (III) CUSTOMER'S COMPLIANCE WITH APPLICABLE LAW.

10. Indemnification.

10.1. ***KnowBe4 Indemnity Obligations.*** KnowBe4 will defend and indemnify Customer from and against any claims filed against Customer arising from a third party that allege Customer's authorized use of the Subscription Services directly infringe that third party's valid U.S. patent, copyright, or trade secret rights. KnowBe4 agrees to pay any amounts finally awarded by a court of law or pursuant to a settlement in respect of such third party claim (including, but not limited to, reasonable attorneys' fees).

10.1.1. ***Standard Exclusions.*** Notwithstanding the foregoing, KnowBe4 will have no obligation with respect to any claim of infringement to the extent it is based upon or arises out of Customer's (including its Representatives): (a) use or combination of the Subscription Services with any third-party intellectual property not authorized by KnowBe4; (b) modification or alteration of the Subscription Services by Customer, or Customer's Representatives, not authorized by KnowBe4 or the Documentation; (c) use of the Subscription Services in excess of the permissible uses in the Agreement or the Documentation; (d) specifications or other intellectual property provided by Customer; or (e) failure to implement updates, modifications, or replacements issued by KnowBe4 to the Subscription Services (collectively, the "**Excluded Claims**").

10.1.2. ***Process.*** The foregoing indemnification obligation of KnowBe4 is contingent upon Customer promptly notifying KnowBe4 in writing of such claim (provided the failure or delay in doing so will not relieve KnowBe4 from any obligations to indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting KnowBe4 sole authority to control the defense or settlement of such claim and providing KnowBe4 reasonable assistance (at KnowBe4's sole expense) in connection therewith.

10.1.3. ***Remedies.*** If a claim of infringement under this Section occurs, or if KnowBe4 determines a claim is likely to occur, KnowBe4 will have the right, in its sole discretion, to either: (a) procure for Customer the right or license to continue to use the Subscription Services free of the infringement claim; or (b) modify the Subscription Services to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to KnowBe4, KnowBe4 may, in its sole discretion, immediately terminate this Agreement and related Quote and provide a prorated refund for any prepaid Subscription Services fees for the unusable portion of the Subscription Services for the remainder of the applicable Subscription Term. The provisions of this Section state the sole and exclusive obligations and liability of KnowBe4 and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Subscription Services or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

10.2. ***Customer Indemnity Obligations.*** Customer will defend and indemnify KnowBe4 from and against any third party claims as a result of any claim by a third party arising from: (a) Customer's use of the Subscription Services in breach of this Agreement; (b) KnowBe4's authorized use of the Customer Data; or (c) the Excluded Claims. Customer agrees to pay any amounts finally awarded by a court of law or pursuant to a settlement in respect of such third party claim (including, but not limited to, reasonable attorneys' fees). The foregoing indemnification obligation of Customer is contingent upon KnowBe4 promptly notifying Customer in writing

of such claim (provided the failure or delay in doing so will not relieve Customer from any obligations to indemnify KnowBe4 except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases KnowBe4 of all liability, and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

11. Limitations of Liability.

11.1. NEITHER KNOWBE4 NOR ITS THIRD PARTY PROVIDERS OR LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT, THE SUBSCRIPTION SERVICES, ANY PROFESSIONAL SERVICES, OR ANY SUPPORT SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF KNOWBE4 AND ITS TPPs TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SUBSCRIPTION SERVICES, ANY PROFESSIONAL SERVICES, AND ANY SUPPORT SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE SUBSCRIPTION SERVICES, ANY PROFESSIONAL SERVICES, AND ANY SUPPORT SERVICES AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. Both parties specifically acknowledge that the limitations of liability and the exclusion of certain losses or damages stated in this Section represent the agreed, bargained-for understanding of the parties and are reflected in the applicable Subscription Services fees. The limitation of liability and types of losses or damages stated in this Agreement are intended by the parties to apply, regardless of the form of lawsuit or claim a party may bring, whether in tort (including negligence), contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

12. Miscellaneous Provisions.

12.1. ***Freedom of Information; Government Public Disclosure Requests.*** The purpose of the relationship between KnowBe4 and Customer is for Customer to purchase a subscription to the Subscription Services that contain software, content, and information related to internet security awareness training, IT risk management, regulatory compliance, simulation of security attacks, vulnerability assessments, and other subscription service and service offerings. The Subscription Services, and any Confidential Information disclosed, are proprietary to KnowBe4 and are an important business asset of KnowBe4 (the "**Proprietary Information**"). The Proprietary Information consists of protected financial data, trade secrets, and commercially valuable information that, if disclosed, would harm the competitive position of KnowBe4. In the event of a statutory public disclosure request for release of KnowBe4's Proprietary Information, Customer will ensure that its response to such request will be limited to the minimum necessary, based upon the opinion of counsel. Customer will promptly, but no later than five (5) business days after receiving such request, forward the request to KnowBe4. Customer will not release any Proprietary Information except pursuant to written instructions by KnowBe4 or a final un-appealable court order.

12.2. ***U.S. Government Procurement.*** This Section shall only apply to U.S. government customers. The Subscription Services are made commercially available and are deemed to be commercial items, commercial computer software, commercial computer software documentation, and/or commercially available technical data pursuant to the applicable sections of the DFAR and the FAR. If acquired by, or on behalf of, the Department of Defense or any component thereof, the U.S. Government acquires the Subscription Services pursuant to DFAR 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation and DFAR 252.227-7015, Technical Data – Commercial Items, subject to the terms of this Agreement. If acquired by or on behalf of any civilian agency, the U.S. Government acquires the Subscription Services pursuant to FAR 12.212, Software and/or commercially available technical data as defined in FAR 12.211, Technical Data, and such acquisition is subject to this Agreement, as required by FAR 52.227-19, Commercial Computer Licensed Software - Restricted Rights. Customer acknowledges that KnowBe4's Subscription Services and intellectual property are and were developed solely by KnowBe4 and its TPPs, and each of their respective licensees, successors, and assigns, at KnowBe4's expense for KnowBe4's commercial use. The use of KnowBe4's Subscription Services and intellectual property by the U.S. government is governed solely by, and in accordance with, this Agreement.

12.3. ***Insurance.*** KnowBe4 will maintain insurance coverages as required by law or regulation, with an insurance carrier or carriers having an A.M. Best rating of A- or better, or an equivalent rating by another rating agency in the following minimum amounts: (a) Comprehensive General Liability – not less than $1,000,000 per occurrence, $2,000,000 general aggregate; (b) Errors and Omissions (including Cyber & Privacy) – not less than $5,000,000 in the aggregate; and (c) Workers Compensation Coverage – as required by applicable law. Upon Customer's written request, KnowBe4 will furnish a Certificate of Insurance evidencing its insurance coverage to Customer.

12.4. ***Independent Contractor.*** KnowBe4, its personnel, agents, subcontractors, and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor will be, considered to be an agent; distributor; partner; joint venture; or representative of the other party for any purpose, and neither party will have the authority to act on behalf of, or in the name of, or to bind, the other party in any manner whatsoever.

12.5. ***Force Majeure.*** Neither party to this Agreement will be liable for delays or failures in performance under this Agreement (other than for payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, natural disasters (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), embargos, riots, sabotage, governmental acts, failure of the Internet, power failures, energy interruptions or shortages, other utility interruptions, or telecommunications interruptions, provided that the delayed party: (a) gives the other party notice of such cause without undue delay; and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

12.6. ***Governing Law; Venue.*** The following provisions include the law that will apply in the event of any dispute or lawsuit arising out of or in connection with this Agreement and the courts that have jurisdiction over any such dispute or lawsuit. The accompanying terms depend on where the Customer is domiciled in accordance with the following table. All proceedings are to be conducted in English. The United Nations Convention for the International Sale of Goods and the UN Convention on Contracts for the International Sale of Goods (UNCITRAL) will not apply to this Agreement.

If the Customer is domiciled in:	Without giving effect to any choice or conflict of law provisions, rules, or principles, the governing law is the laws of:	*Venue*/Courts with exclusive jurisdiction are:	Additional terms included are:
A country in North America, Central America, South America or Caribbean, other than Brazil. If Customer is domiciled in a geographic region that does not fall into one of the designations described in this table, then Customer will fall into this category.	Florida and controlling United States federal law	Hillsborough County, Florida, U.S.	Notwithstanding the foregoing, the parties will have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of its Confidential Information or intellectual property rights. No Federal Acquisition Regulations will be construed to apply to KnowBe4 without KnowBe4's written agreement thereto. THE PARTIES HERETO WILL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.
A country in EMEA (Middle East, Europe and Africa) other than United Kingdom. South Africa, Germany, Austria and/or Switzerland	The Netherlands	Amsterdam	
Germany, Austria or Switzerland	Federal Republic of Germany	Berlin	
United Kingdom	England and Wales	London	
Australia, New Zealand, or Oceania	Victoria, Australia	Victoria, Australia	
Japan	Japan	Tokyo District Court	
Brazil	Federative Republic of Brazil	São Paulo, State of São Paulo, Brazil	The parties agree that any subpoena or notice relating to the proceeding will be made by registered correspondence.
South Africa	England and Wales	London	
A country in the Asia-Pacific region, other than Japan, Australia, New Zealand or Oceania	Singapore	Singapore	

12.7. ***Entire Agreement; Construction; Modifications; Severability; Survivability.*** This Agreement, including any and all exhibits attached hereto, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, whether oral or written. The parties further agree that there are no other inducements, warranties, representations, or agreements regarding the matters herein between the parties except as expressly set forth in this Agreement. In the event of any conflict between the body of this Agreement and any Quote, or additional agreements entered into by the parties, the body of this Agreement will control, unless otherwise expressly stated in a signed writing by authorized Representatives of the parties. In the event that the Customer or Users are presented with KnowBe4 click-wrap, the contents of this Agreement will supersede any conflicting terms. As used herein, the term "including" will mean "including, without limitation"; the term "includes" as used herein will mean "includes, without limitation"; and terms appearing in the singular will include the plural, and terms appearing in the plural will include the singular. This Agreement may not be modified, amended, or altered in any manner except by a written agreement signed by authorized Representatives of the parties, and any attempt at oral modification will be void and of no effect. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in full force and effect. All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, payment, and any other provisions which must survive in order to give effect to their meaning will survive the termination of this Agreement. KNOWBE4 SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A CUSTOMER-PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

12.8. ***Headings; Counterparts; Electronic Signatures.*** The headings contained in this Agreement are for purposes of convenience, only, and will not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) will be deemed: (a) to be "written" or "in writing"; (b) to have been signed; and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent via the internet as a ".pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

12.9. ***Assignment.*** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an Affiliate (provided previously purchased licenses, access rights, and Seats for the Subscription Services will not be assignable or transferable without written consent from KnowBe4) or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction, provided, that the assignee: (a) is not a direct competitor of the non-assigning party; (b) is capable of fully performing the obligations under this Agreement; and (c) agrees to be bound by the provisions of this Agreement.

12.10. ***No Waiver.*** No failure or delay in exercising any right under this Agreement shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in

equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

12.11. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c) the day of sending by email. All notices from Customer pertaining to contractual or legal matters (i.e. breach of contract, termination, indemnifiable claims, etc.) must clearly be identified and marked as Legal Notices to the address listed below. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant account administrator designated by Customer.

13. Country Specific Provisions. *The following provisions are specific only to the local law requirements for the country indicated:*

13.1. ***Local Law Requirements for Japan.*** If Customer is domiciled in Japan, then Customer represents and warrants that it, and its officers, directors, and material shareholders, are not: (a) Anti-Social Forces (defined below), and have not been for at least the last five years; and (b) involved with Anti-Social Forces, including, without limitation, involvement by management, utilization, or provision of funding or favors. KnowBe4 may immediately terminate this Agreement for cause in the event of a breach of any of these representations and warranties. For the purposes of this section "**Anti-Social Forces**" means, collectively, an organized crime group (bouryokudan) or a member or affiliate thereof, a corporate racketeer (soukaiya), a rogue person or group advocating a social or political movement, or any other anti-social forces.

13.2. ***Local Law Requirements for Germany.*** With respect to Customers to which German law applies, Section 11 "**Limitations of Liability**" of this Agreement is replaced with the following:

"11. Limitations of Liability for Customers Domiciled in Germany.

11.1 ***Unlimited Liability.*** The parties shall be mutually liable without limitation: (a) in the event of willful misconduct or gross negligence; (b) within the scope of a guarantee taken over by the respective party; (c) in the event that a defect is maliciously concealed; (d) in case of an injury to life, body, or health; or (e) according to the German Product Liability Law.

11.2 ***Material Obligations.*** In the event of a slightly negligent breach of such essential contractual obligations, the fulfilment of which is essential for the proper performance of the Agreement, the breach of which endangers the achievement of the purpose of the Agreement and on the observance of which the recipient of the service regularly relies (so-called material obligations/Kardinalspflichten), the liability of either party shall be limited in amount to the damage which is foreseeable and typical according to the nature of the transaction in question. Further liability of either party does not exist.

11.3 Unless the parties are liable in accordance with either section 11.1 or 11.2, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its Affiliates' payment obligations.

11.4 Unless the parties are liable in accordance with section 11.1, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents, or bodies.

11.5 Any rights arising out of or in connection with this Agreement shall expire twenty-four (24) months after the beginning of the statutory limitation period. The statutory limitation rules for intentional and grossly negligent acts, for claims due to intentional or negligent injury to life, body, or health, for fraudulent misrepresentation, and for claims under the Product Liability Act as well as sec. 548 of the German Civil Code shall remain unaffected."

KNOWBE4		**CUSTOMER**	
By:		**By:**	
Name:	Lucas Perie	**Name:**	
Title:	Deputy EVP, Global Customer Success	**Title:**	
Date:	Oct 4, 2024	**Date:**	
Address for Notices:		**Address for Notices:**	
	33 N. Garden Ave., Suite 1200		
	Clearwater, Florida 33755 USA		
E-mail:	legal@knowbe4.com	**E-mail:**	
Phone:	(855) 566-9234	**Phone:**	
Attention:	Legal Department	**Attention:**	

EXHIBIT A - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") is for the provisioning of Support Services required to support and sustain the Subscription Services under the Agreement to which this SLA is attached. This SLA is valid for the Subscription Term specified in the applicable Quote. Termination of the Agreement and/or a Quote will result in termination of this SLA.

Support Parameters. KnowBe4's support parameters, including its support hours, may be found at https://www.knowbe4.com/hubfs/KnowBe4-Support-Document.pdf?t=1518625292505, or such other URL as KnowBe4 may provide from time to time. To make a request for Support Services, Customer may submit a ticket at https://support.knowbe4.com/hc/en-us/requests/new, or such other URL as KnowBe4 may provide from time to time.

Availability & Uptime. KnowBe4 agrees to: (a) make the Subscription Services available to Customer pursuant to the Agreement and the applicable Quote; (b) provide Support Services for the Subscription Services to Customer at no additional charge, and/or upgraded support if purchased; and (c) use commercially reasonable efforts to make the online Subscription Services available 99.9% of the time to be measured annually, excluding any planned downtime, maintenance windows, or any unavailability caused by circumstances beyond KnowBe4's reasonable control, such as a force majeure event in accordance with the Agreement. If Customer would like to receive status updates on the availability of KnowBe4's Subscription Services, Customer may subscribe to receive updates at https://status.knowbe4.com, or such other URL as KnowBe4 may provide from time to time.

Maintenance Windows. Maintenance windows for other Subscription Services not specified below may be found on the KnowBe4 Documentation page, as defined in the Agreement.

- **KSAT** maintenance windows may be found at https://support.knowbe4.com/hc/en-us/articles/360024057834-KnowBe4-Security-Awareness-Training-KSAT-Site-Maintenance-, or such other URL as KnowBe4 may provide from time to time.
- **PhishER** maintenance windows may be found at https://support.knowbe4.com/hc/en-us/articles/360025164473-PhishER-Platform-Site-Maintenance-, or such other URL as KnowBe4 may provide from time to time.

Customer Requirements. Customer responsibilities and/or requirements in support of this SLA include: (a) Customer's compliance with the Agreement and the applicable Quote; (b) reasonable availability of Customer's admin and/or technical representative(s) when resolving a service-related incident or request; and (c) providing proper notice of KnowBe4's non-compliance with any Subscription Service or Professional Service warranty in accordance with the Agreement and sufficiently detailing the non-compliance in a manner that enables KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Subscription Services will only operate in accordance with KnowBe4's Documentation, as defined in the Agreement, and it is Customer's responsibility to ensure that the Subscription Services will be fit for its purposes and to ensure that the Subscription Services will be supported by Customer's technology and organizational environment. Customer understands that KnowBe4's Subscription Services are not mission critical to Customer's operations.

Response Times. In support of services outlined in this SLA, KnowBe4 will respond to service-related incidents and/or requests submitted by Customer within the following time frames:

- Within 2 business days for issues classified as **High Priority**. "**High Priority**" means complete failure of the Web Hosted Services or the complete unavailability of core functionality such as training and phishing services for KSAT.
- Within 3 business days for issues classified as **Medium Priority**. "**Medium Priority**" means impacted operations, core operations such as user and admin login operational but functionality impaired or requiring workarounds to achieve documented operation.
- Within 5 business days for issues classified as **Low Priority**. "**Low Priority**" means inconvenience due to operations not performing as defined or at a degraded speed.

KSAT Support Tiers:

- **Core Support will assist with:**
  - Password resets
  - Phishing and Training Campaign creation
  - Explaining overall navigation of the KSAT Subscription Services
  - Providing KnowBe4's recommended best practices
  - Issues accessing the training console
  - Whitelisting for delivery of emails from our servers
  - Issues related to accessing/completion of training modules
  - Resolving phishing/training result discrepancies
  - SAML Single Sign-On support and troubleshooting
  - Phish Alert Button installation
  - Active Directory Integration support
  - Channel partner support, as applicable
- ***Advanced Support will be available for the escalation of advanced support requests related to issues occurring within the KSAT Subscription Services.***

CSM Support. Customer will be assigned a designated customer service manager ("**CSM**") to assist the Customer's administrator(s) with onboarding and training on how to use the Subscription Services.

Channel Partners. In the event Customer purchases through a KnowBe4 authorized Channel Partner, such Channel Partner may have its own SLA associated with the purchase. Customer acknowledges that KnowBe4 is not responsible, nor is KnowBe4 liable, for ensuring compliance with such Channel Partner SLA.

EXHIBIT B - INFORMATION SECURITY REQUIREMENTS

1. **Security.** KnowBe4 will maintain its information technology environment and Customer Confidential Information secure from unauthorized access by using commercially reasonable efforts and industry standard organizational, physical and technical safeguards, and refrain from implementing changes that materially lower the level of security protection provided as of the Effective Date of the Agreement. KnowBe4 will comply with the minimum security standards set forth in this Exhibit and provide prior notice to Customer of any significant changes to KnowBe4's information security policy that would materially lessen the security posture of its information technology environment. KnowBe4 will conduct a SOC-2 Type 2 or such similar or successor audit on an annual basis. Upon request, KnowBe4 will provide Customer with a copy of such audit report and promptly remediate and/or mitigate any non-conformance findings in line with KnowBe4's existing vulnerability remediation process. Such audit report will be considered Confidential Information of KnowBe4.

2. **Audit Rights.** Not more than once per calendar year during the Term of the Agreement and with at least thirty (30) days' prior written notice by Customer to KnowBe4, Customer may, at Customer's sole expense, audit KnowBe4 to verify compliance with the terms and conditions of this Exhibit. Such audit will be: (i) completed within two (2) weeks; (ii) performed during KnowBe4's regular business hours in a manner that, in KnowBe4's reasonable judgment, does not disrupt or degrade KnowBe4's regular business operations and is done in accordance with KnowBe4's security and data protection policies; (iii) limited to KnowBe4's facilities and personnel of KnowBe4 in scope of this Agreement; and (iv) conducted by either Customer's personnel or, with KnowBe4's approval, by an independent third party mutually agreed to by the parties. Customer may create an audit report summarizing the findings and observations of the audit ("**Audit Report**"). Audit Reports are deemed to be Confidential Information of KnowBe4 and the Customer will not disclose the Audit Reports to third parties except to Customer's legal counsel and consultants bound by obligations of confidentiality using at least the same degree of care Customer employs in maintaining in confidence its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Customer will disclose the results of its audit to KnowBe4 within one week after its completion. KnowBe4 will promptly respond to audit findings and, at KnowBe4's expense, discuss the findings with Customer, and if applicable, remediate and/or mitigate any critical or high-risk findings.

3. **Technical Security Controls.** With respect to KnowBe4 infrastructure that processes, stores, or transmits Customer Confidential Information, KnowBe4 will use the following technical security controls where applicable (and keep them current by incorporating and using all updates commercially available):

   a. *Network Protection*
      (i) Network based firewalls or equivalent
      (ii) Network intrusion detection/protection systems

   b. *Client Protection*
      (i) Malware and malicious code protection are applied to all applicable workstations. No workstations are permitted to store or process customer data
      (ii) Host-based firewall/intrusion prevention software that blocks activity not directly related to or useful for business purposes

   c. *System and Software Protection*
      (i) All system and applications must utilize secure authentication and authorization mechanisms
      (ii) All KnowBe4-developed applications must be designed and implemented using secure coding standards and design principles (e.g., OWASP)
      (iii) Operating systems must be hardened appropriately according to industry standard practices
      (iv) Systems must be inspected for known vulnerabilities and all identified known vulnerabilities must be patched as soon as reasonably possible

   d. *Encryption*
      (i) KnowBe4 will review and update encryption configurations on all systems that utilize encryption. KnowBe4 will utilize only modern industry accepted encryption algorithms, ciphers, modes and key sizes

   e. *Customer Confidential Information Protection*
      (i) Customer Confidential Information Access: KnowBe4 will ensure that only authorized individuals (based on role) will, on behalf of KnowBe4, have access to Customer Confidential Information
      (ii) Customer Confidential Information Storage: KnowBe4 will not process or transfer Confidential Information such to any portable storage medium, unless the storage medium is fully encrypted in accordance with encryption requirements set forth in this Exhibit
      (iii) Customer Confidential Information Transmission: All transmission or exchange of Customer Confidential Information by KnowBe4 will use secure protocol standards in accordance with encryption requirements set forth in this Exhibit

4. **Incidents.** If KnowBe4 becomes aware of any unauthorized access to the Customer Confidential Information on systems owned, managed, or subcontracted by KnowBe4, KnowBe4 will, without undue delay, notify Customer; consult and reasonably cooperate with investigations and potentially required notices; and provide any information reasonably requested by Customer. In the event of a breach or any unauthorized disclosure of Customer Confidential Information, at no additional cost to Customer, KnowBe4 will reasonably cooperate with Customer in investigating the incident including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual breach, KnowBe4 will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry standard practices.

5. **Training.** KnowBe4 will periodically provide its representatives that manage, or have access to, Customer Confidential Information, including Personal Data, with privacy and security awareness training.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-14**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve State Center Adult Education Consortium Alternate Representative

ITEM DESCRIPTION: Included for Board consideration and approval is a recommendation to appoint Michael Robinson as the Fresno Unified School District alternate representative on the State Center Adult Education Consortium Executive Board. Mr. Robinson serves as one of two vice principals at Fresno Adult School.

Assembly Bill 104 established the Adult Education Block Grant, and Fresno Unified is a member of the State Center Adult Education Consortium. All consortium members must be designated by the respective member governing boards. Fresno Adult School's principal, Rodney Branch, serves as the representative to the consortium. In the unlikely event of his absence, Mr. Robinson would serve as his alternate.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D.

INTERIM SUPERINTENDENT APPROVAL:

Fresno Unified School District
Fresno Adult School

To: Board of Trustees	Date: **9/25/2024**
Subject: Approval of Rodney Branch to serve as the official **Fresno Unified School District <u>Representative</u>** on the State Center Adult Education Consortium Executive Board. Approval of **Michael Robinson** to serve as the official **Fresno Unified School District <u>Alternate</u>** on the State Center Adult Education Consortium Executive Board.	
Action: Request for Approval	

BACKGROUND
On June 24, 2015 Governor Jerry Brown signed AB104 into law. The 2015-2016 State Budget appropriated $500 million to the California Community College Chancellor's Office (CCCCO) and the California Department of Education to allocate funding for adult education. The funds are provided to consortia for the purpose of implementing regional plans for adult education. The intent of the California Adult Education Program (CAEP) is to expand and improve the provision of adult education via the consortia. Each consortium is defined by the boundaries of a community college district.

The accompanying trailer bill, AB 104, includes language that identifies the program areas of adult education that can be funded through this allocation and the necessary decision making structure. Specifically, AB104, Article 9, Section 84905(a) authorizes a community college district, school district, county office of education, or any joint powers authority to join the local adult education consortium as a member; Section 84905(c) states that a member of the consortium shall be represented only by an official designated by the governing board of the member; and Section 84905(d)(1) describes the decision making procedures including a requirement that all members of the consortium shall participate in any decision made by the consortium, Section 84905(d)(1)(A).

ANALYSIS
An official member representative and alternate are necessary to ensure that the **Fresno Unified School District** has a full voice in the decision making process in the State Center Adult Education Consortium**,** including the disbursement of consortium funds to provide adult education courses and student support services authorized by AB104, Section 84913. As per CAEP, members are to have the authority to make decisions and cannot hold up Board business by having to take thing back to their district for others to make the decision. If that member does not have decision-making authority, then that governing agent needs to appoint someone to the SCAEC Board that does have that authority.

RECOMMENDATION
It is recommended that the Board of Trustees approve **Rodney Branch** to continue to serve as the official **Fresno Unified School District Representative** and **Michael Robinson** to continue to serve as the official **Fresno Unified School District Alternate** on the State Center Adult Education Consortium Executive Board until the **District** Board of Trustees chooses other persons to serve in their place.

_____ _____ _____

Print Name of Agency Designee Signature of Agency Designee Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-15**

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

ITEM DESCRIPTION: Included in the Board binders is information on Change Orders for the following projects:

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing, Change Order 4 (CTE Building) includes but may not be limited to: installation of gypsum board; provide structural steel fireproofing; provide backflow preventor and installation of relief dampers.

Original Contract Amount (CTE Building and Interim Housing):	$	17,811,883
Original Contract Amount (CTE Building):	$	16,270,000
Change Order(s) previously ratified:	$	147,101
Change Order 4 presented for ratification:	$	245,480
New Contract Amount:	$	16,662,581
Original Contract Amount (Interim Housing):	$	1,541,883
Change Order(s) previously ratified:	$	141,796
Current Contract Amount:	$	1,683,679
New Contract Amount (CTE Building and Interim Housing):	$	18,346,260

Bid 23-65, Robinson Elementary School Portable Relocation, Change Order 1 includes but may not be limited to: add earthwork, concrete and rebar; add concrete safe removal; add underground utility investigation and reroute; revise doors and hardware; removal of fencing and add 226 days to contract duration.

Original Contract Amount:	$	1,223,410
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	46,680
New Contract Amount:	$	1,270,090

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization, Change Order 4 include but may not be limited to: add electrical circuits; upgrade intrusion panel; add door operator control; credit for kitchen HVAC equipment and concrete removal.

Original Contract Amount:	$	2,014,850
Change Order(s) previously ratified:	$	61,805
Change Order 4 presented for ratification:	$	- 6,878
New Contract Amount:	$	2,069,777

Bid 24-28, Lowell Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement, Change Order 1 includes but may not be limited to: add boiler housekeeping pad adjustment, flashing, isolation valves, thermal flow switch gas piping, pressure gauge, credit for unused allowance; and add 16 days to the contract duration.

Original Contract Amount:	$	1,299,000
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	9,260
New Contract Amount:	$	1,308,260

Bid 24-61, Kirk Elementary School Sitework and Portable Improvements, Change Order 1 includes but may not be limited to: add concrete, exterior painting, electrical circuits, disconnect switch, circuit breaker wire connectors; change to rolled carpet and add 2 days to contract duration.

Original Contract Amount:	$	972,600
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	31,790
New Contract Amount:	$	1,004,390

Bid 24-84, Scandinavian Middle School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to: add to reroute underground electrical infrastructure and add 5 days to contract duration.

Original Contract Amount:	$	1,680,785
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	17,886
New Contract Amount:	$	1,698,671

Bid 24-87, Gaston Middle School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to: add rerouting of underground utility and change acoustic tile product.

Original Contract Amount:	$	938,700
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	15,717
New Contract Amount:	$	954,417

Bid 24-94 Section A, Burroughs Elementary School Playground Replacements, Change Order 1 includes but may not be limited to: add concrete work and modifications to boy's restroom.

Original Contract Amount:	$	669,475
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	10,941
New Contract Amount:	$	680,416

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect Inspector of Record, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of $249,543 are available in the Measure M Fund for Bids 23-02, 24-16, and 24-94 and sufficient funds in the amount of $121,333 are available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 23-65, 24-28, 24-61, 24-84, and 24-87.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations and Classifieds Labor Management Officer, Paul Idsvoog

INTERIM SUPERINTENDENT APPROVAL:

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :	**004**
DSA File No. :	10-H8
Application No. :	02-119657

CONTRACTOR :
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722

DESIGNER'S PROJECT No. :	1860
FUSD BID/CONTRACT No. :	23-02
CONTRACTOR P.O. No. :	0767775B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	16,270,000.00
Net change by previously authorized Change Orders		$147,101.14
The Contract Sum prior to this Change Order was	$	16,417,101.14
The Contract Sum will be adjusted by		$245,479.97
The new Contract Sum, including this Change Order will be	$	16,662,581.11
The Contract Completion date prior to this Change Order was		11/19/2024
The Contract Time will be adjusted by		0 Calendar Days
The new Contract Completion date, including this Change Order is therefore		11/19/2024

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
Darden Architects, Inc.	Davis Moreno Construc., Inc.	**Fresno Unified School District**
6790 N. West Ave	4720 N. Blythe	4600 N. Brawley
Fresno, CA 93711	Fresno, CA 93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Antoino Avila AIA	By: Stephen Davis	By: Alex Belanger, Chief Executive
Date: 07/30/2024	Date: 08/20/24	Date: 9/6/24

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 4-1

DESCRIPTION OF CHANGE:
Provide a 2-hour fire rating at data room 211A to meet ERRC (Emergency Responder Radio Coverage) requirements.

REASON FOR CHANGE:
New state/local requirements for ERRC systems have come into effect since the project's design phase.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
RFP 05-1

Amount of this Change Order Item:	Increase $	20,009.07
Time adjustment by this Change Order Item:	Increase	0 Days

Item 4-2

DESCRIPTION OF CHANGE:
Provide intumescent-paint fire proofing at 3 columns instead of cementitious-spray fire proofing. Omit fire proofing at columns where not required.

REASON FOR CHANGE:
2 exposed columns, 1 of which is exterior, need intumescent fire proofing and a third is recommended due to tight space.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 085, SI 22

Amount of this Change Order Item:	Increase $	9,431.40
Time adjustment by this Change Order Item:	Increase	0 Days

Item 4-3

DESCRIPTION OF CHANGE:
Provide above-ground reduced pressure backflow preventor check at fire service line street connection and resulting sprinkler changes in CTE building.

REASON FOR CHANGE:
The FUSD maintenance department requested an above ground reduced pressure backflow preventor to better protect the site and community from bacterial water being released into the system. This change will allow the backflow preventor to be accessible for routine testing, maintenance and provides the ability to visibly see failure points.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 012

Amount of this Change Order Item:	Increase $	205,682.71
Time adjustment by this Change Order Item:	Increase	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-4

DESCRIPTION OF CHANGE:
Provide relief duct and two dampers between rooms (211A) and (211) required for fire-rated separation for the Emergency Responder Radio Coverage system.

REASON FOR CHANGE:
Fresno Fire Department required fire rated space with relief dampers for the Emergency Responder Radio Coverage system after the project design was completed.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
RFI 125, RFP 05-1

Amount of this Change Order Item:	Increase $	10,356.79
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	$ 245,479.97
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	0 DAYS

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Edison High School CTE Building Portables*
DSA #: *02-120230 Interim Housing*
DSA #: 02-119657 CTE Building
BID #: 23-02

Date: 08/23/24
Contractor: Davis Moreno Construction
Architect: Darden Architect
Change Order: 04 Interim

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,295,885.00	$ 1,295,885.00
Base Bid:	$ 16,270,000.00	$ 16,270,000.00
Additive Alternate 1:	$ 156,520.00	$ 156,520.00
Additive Alternate 2:	$ 82,802.00	$ 82,802.00
Additive Alternate B-1:	$ 6,676.00	$ 6,676.00
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 17,811,883.00**

Contract Adjustments:

Total Contract Amount $ 17,811,883.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Interim Housing CO 01	$ -		$ -		$ 12,485.40		$ -		$ -		$ 12,485.40			
CTE Building CO 01	$ -		$ -		$ -		$ 3,602.50		$ -		$ 3,602.50			
Interim Housing CO 02	$ 27,041.18		$ -		$ -		$ -		$ -		$ 27,041.18			
Interim Housing CO 03	$ 16,335.98		$ -		$ -		$ 66,640.18		$ -		$ 82,976.16			
CTE Building CO 2	$ 14,279.95		$ -		$ 14,711.25		$ 2,547.41		$ -		$ 31,538.61			
Interim Housing CO 04	$ 16,169.11		$ -		$ -		$ 2,404.16		$ 719.40		$ 19,292.67			
CTE Building CO 03	$ 6,818.45		$ -		$ 105,141.58		$ -		$ -		$ 111,960.03			
CTE Building CO 04	$ 205,682.71		$ 30,365.86		$ -		$ 9,431.40		$ -		$ 245,479.97			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 286,327.38**	1.61%	**$ 30,365.86**	0.17%	**$ 132,338.23**	0.74%	**$ 84,625.65**	0.48%	**$ 719.40**	0%	**$ 534,376.52**		**$ 534,376.52**	3.0%
Total Contract Amount with Adjustments													**$ 18,346,259.52**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Robinson Portable Buildings
555 E Browning Ave.
Fresno, CA 93710

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-120922

CONTRACTOR :
BDM Inc.
240 North 12th Ave. Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	2209
FUSD BID/CONTRACT No. :	23-65
CONTRACTOR P.O. No. :	784811A/B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	1,223,410.00
Net change by previously authorized Change Orders		
The Contract Sum prior to this Change Order was	$	1,223,410.00
The Contract Sum will be adjusted by	$	46,680.00
The new Contract Sum, including this Change Order will be	$	1,270,090.00
The Contract Completion date prior to this Change Order was		3-Oct-23
The Contract Time will be adjusted by		226 Days
The new Contract Completion date, including this Change Order is therefore		16-May-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
TAM Architects	**BDM Inc.**	**Fresno Unified School District**
6781 N. Palm Ave.	240 North 12th Ave. Box 306	4600 N. Brawley
Fresno, CA 93704	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jared Ramirez	By: Lyle Bolte	By: Alex Belanger / Asst. Sup.
Date: 5/1/2024	Date: 5/1/2024	Date: 5/1/2024

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide and install additional concrete and rebar at the West side of the new portable to increase the building pad size.

REASON FOR CHANGE:
The project documents did not include a concrete pad large enough for the new portable building. An additional concrete footing and pad extension were needed to accommodate the new building size.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 005, RFI 009

Amount of this Change Order Item:	**Increase $**	**4,486.90**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Demo concrete safe that was discovered in existing casework in the administration building.

REASON FOR CHANGE:
In the course of construction an unknown concrete safe was discovered in the existing casework that was being demolished. The safe needed to be removed for new casework installation.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 001

Amount of this Change Order Item:	**Increase $**	**629.20**
Time adjustment by this Change Order Item:	**Increase**	0 Days

***** End of CHANGE ORDER *****

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-3

DESCRIPTION OF CHANGE:
Labor, material and equipment necessay to investigate existing underground domestic water and sanitary sewer points of connection.
REASON FOR CHANGE:

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 003, OTP 004, RFI 008.1

Amount of this Change Order Item:	**Increase $**	**10,506.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Reroute existing irrigation main line, valves, controllers, utility boxes and gas line outsde of building footprint.

REASON FOR CHANGE:
Irrigation main line, valves, and gas line were discovered during excavation and was in conflict with the new portable building pad.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 002, ASI 001

Amount of this Change Order Item:	**Increase $**	**23,371.30**
Time adjustment by this Change Order Item:	**Increase**	0 Days

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-5

DESCRIPTION OF CHANGE:
Revise (5) interior doors from hollow metal to wood core, and revise the door hardware to District Standard.

REASON FOR CHANGE:
The project documents did not reflect District Standard interior doors and hardware.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
SUB 004

Amount of this Change Order Item:	**Increase**	**$**	**5,275.49**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-6

DESCRIPTION OF CHANGE:
Remove chain link fence at the South side of the stie behind the existing portables and repair asphalt.

REASON FOR CHANGE:
The fencing behind the portable classrooms that were relocated needed to be removed and the asphalt repaired.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 006

Amount of this Change Order Item:	**Increase**	**$**	**1,548.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

***** End of CHANGE ORDER *****

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract

Item 1-7

DESCRIPTION OF CHANGE:
Procure and install a remote microphone audio evacuation card for the fire existing alarm panel

REASON FOR CHANGE:
The existing fire alarm panel's remote microphone audio evacuation card had been previously removed and needed replacement.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 010, RFI 023

Amount of this Change Order Item:	**Increase**	**$ 863.01**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-8

DESCRIPTION OF CHANGE:
Add 226 Calendar Days to Contract Duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order

REASON FOR CHANGE:
Contract time extension to accommodate project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	**$ -**
Time adjustment by this Change Order Item:	**Increase**	226 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 46,680.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	226 **DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Robinson ES
Portable Project
DSA #: 02-120985
BID #: 23-65

Date: 5/1/24
Contractor: BDM Inc.
Architect: TAM
Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:	Portable Project	$ 979,875.00
Alt. 1	Single Point of Entry	$ 29,750.00
Alt. 2	*Admin Remodel*	$ 213,785.00
Total Agreement Amount:		$ 1,223,410.00

Contract Adjustments:

Total Contract Amount $ 1,223,410.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO 1	$ -		$ -		$ 24,863.51		$ 21,816.49		$ -		$ 46,680.00		
CO 2	$ -		$ -		$ -		$ -		$ -		$ -		
CO 3	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ -**	0.0%	**$ -**	0.0%	**$ 24,863.51**	2.0%	**$ 21,816.49**	1.8%	**$ -**	0.0%	**$ 46,680.00**	**$ 46,680.00**	3.8%

Total Contract Amount with Adjustments **$ 1,270,090.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roeding Elementary School Modernization
1225 West Dakota Avenue,
Fresno, CA 93703

CHANGE ORDER No. :	**004**
DSA File No. :	10-H8
Application No. :	01-119994

CONTRACTOR :
GC Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. :	2108
FUSD BID/CONTRACT No. :	24-16
CONTRACTOR P.O. No. :	00000791537

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$ 2,014,850.00
Net change by previously authorized Change Orders	$ 61,804.51
The Contract Sum prior to this Change Order was	$ 2,076,654.51
The Contract Sum will be adjusted by	$ (6,877.91)
The new Contract Sum, including this Change Order will be	$ 2,069,776.60
The Contract Completion date prior to this Change Order was	10/15/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/15/2024

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

TAM Architects
6781 N. Palm Ave., #120
Fresno, CA 93704
ARCHITECT/ENGINEER:

By: Jared Ramirez, AIA

Date: 09/09/2024

Accepted by:

GCBI, Inc. DBA GC Builders
3366 W. Sussex
Fresno, CA 93722
CONTRACTOR:

By: Gerardo Campos, President

Date: 9-10-24

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER

By: Alex Belanger | Asst. Sup.

Date: 9/12/24

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 4-1

DESCRIPTION OF CHANGE:
Provide power for electric hand dryers to Toilet Rooms A114 and A115

REASON FOR CHANGE:
The Project Documents did not include electrical power for the hand dryers

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI #009

Amount of this Change Order Item:	**Increase $**	**2,780.28**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-2

DESCRIPTION OF CHANGE:
Upgrade the DMP intrusion panel from XR150DNL-R to DMP XR550-DNL-G

REASON FOR CHANGE:
The District requested to upgrade the panel increase zone capacity which will allow future site intrusion expansion

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #13R

Amount of this Change Order Item:	**Increase $**	**823.06**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 4-3

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to provide power supply and desk mount button to operate interior security door in Staff A101

REASON FOR CHANGE:
The addition of the District requested interior security door required a power supply and desk mounted push button for operation by office staff

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFI #067, ASI #002, & OTP #11

Amount of this Change Order Item:	**Increase $**	**5,600.87**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-4

DESCRIPTION OF CHANGE:
Credit to remove the HVAC work in the kitchen. Non-refundable purchased materials are to be returned to the District

REASON FOR CHANGE:
Scope of work for MPR was added via Addendum No. 3, therefore not allowed by DSA as a post contract award while project is under construction

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease $**	**(18,924.06)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 4-5

DESCRIPTION OF CHANGE:
Demo and remove the remaining building concrete at the tie in point to the new site work concrete

REASON FOR CHANGE:
The new site work concrete elevation is higher than the existing building concrete. It was necessary to remove the remaining portion of building slab concrete to allow for a level transition from the site concrete to the building concrete

CHANGE CATEGORY:
Designer E
& O.

DOCUMENT REFERENCE:
RFI #74

Amount of this Change Order Item:	**Increase**	**$ 2,841.94**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item

DESCRIPTION OF CHANGE:

REASON FOR CHANGE:

CHANGE CATEGORY:
District

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE $**	**(6,877.91)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Roeding Admin Mod Project

DSA #: 02-119994

BID #: 24-16

Date: 9/11/24

Contractor: GC Builders

Architect: TAM Architects

Change Order: 4

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 2,014,850.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 2,014,850.00

Contract Adjustments:

Total Contract Amount $ 2,014,850.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 18,191.83		$ -		$ 6,643.78		$ 5,719.21		$ -		$ 30,554.82		
CO#002	$ -		$ -		$ -		$ 8,296.36		$ -		$ 8,296.36		
CO#003	$ 5,452.79		$ -		$ -		$ 17,500.54		$ -		$ 22,953.33		
CO#004	$ (12,500.13)		$ -				$ 5,622.22		$ -		$ (6,877.91)		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ 11,144.49**	0.6%	**$ -**	0.0%	**$ 6,643.78**	0.3%	**$ 37,138.33**	1.8%	**$ -**	0.0%	**$ 54,926.60**	**$ 54,926.60**	2.7%
Total Contract Amount with Adjustments												**$ 2,069,776.60**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Lowell Elementary School HVAC/EMS Replacement
171 N. Poplar Ave, Fresno, CA 93701

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-121591

CONTRACTOR :
New England Sheet Metal, Co.
2731 S. Cherry Ave, Fresno, CA 93706

DESIGNER'S PROJECT No. :	1248
FUSD BID/CONTRACT No. :	24-28
CONTRACTOR P.O. No. :	795413

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	1,299,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,299,000.00
The Contract Sum will be adjusted by	$	9,259.68
The new Contract Sum, including this Change Order will be	$	1,308,259.68
The Contract Completion date prior to this Change Order was		5-Aug-24
The Contract Time will be adjusted by		16 days
The new Contract Completion date, including this Change Order is therefore		21-Aug-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Place East, Ste 303, Fresno, CA 93720
ARCHITECT/ENGINEER:

Hannah Brigdon

By: Hannah Brigdon PE

Date: 09/20/2024

Accepted by:

New England Sheet Metal & Mechanical, Co.
2731 S. Cherry Ave, Fresno, CA
CONTRACTOR:

By: Jeff Wong

Date: 9/20/2024

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722
OWNER:

By: Alex Belanger

Date: 9/23/2024

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 **Lowell ES - Boiler Housekeeping Pad Height**

DESCRIPTION OF CHANGE:

Refer to Detail No. 7 on Drawing Sheet No. M800 and CCD No. 001. Provide all labor, materials and equipment to increase the current overall height of the boiler by 1/2" by installing 5" wide by 1/2" thick steel plate by the width of the boiler to the underside of the unit at each end. Attach these two endplates with 2" spot welds spaced 8" apart. All work shall be in accordance with the Contract Documents.

REASON FOR CHANGE:

The existing housekeeping pad measures 3-1/2" in height above finish floor and 4" in clearance height is required for the proper operation of the condensate neutralization tank. A 5" wide by 1/2" thick plate by the width of the boiler is to be welded to the boiler underside at each end to raise the height of the unit to an overall height of 4" above finish floor .

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

PCO 002

Amount of this Change Order Item:	**Increase $**	**1,704.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2 **Lowell ES - Heat Pump Mounting and Flashing**

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to add 24-gauge sheet metal trim flashing per SMACNA standards for Heat Pump No. 5, 6, 7, and 8 to accommodate revised mounting as referenced in RFI-008. All work shall be in accordance with the Contract Documents.

REASON FOR CHANGE:

Due to existing plaster finish in between the top and bottom tracks, the gap needs to be closed with the addition of new flashing.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

PCO 006

Amount of this Change Order Item:	**Increase**	**$4,024.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3 **Lowell ES - Buffer Tank Isolation Valves**

DESCRIPTION OF CHANGE:
Refer to Detail No. 1, Drawing Sheet No. M330 – Enlarged Mechanical Plans, Boiler Room and Chiller Yard. At the new Buffer Tank BT-1 in the Chiller yard, furnish all materials, equipment and labor to install an isolation valve on both the inlet and outlet lines to isolate the Buffer Tank. In addition, provide a two-way bypass valve on the inlet line of the Buffer Tank. All work shall be performed in accordance with the Contract Documents.

REASON FOR CHANGE:
To provide options and flexibility with the operation of the new Buffer Tank, isolation valves are to be installed on the inlet and outlet lines, as well as a bypass valve.

CHANGE CATEGORY:
Designer E&O

DOCUMENT REFERENCE:
PCO 007

Amount of this Change Order Item:	**Increase**	**$3,298.68**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-4 **Lowell ES - Boiler Thermal Flow Switch Change**

DESCRIPTION OF CHANGE:
Refer to Detail No 1 on Drawing Sheet No. M710. Provide all labor and material required to install the District standard boiler thermal flow switch part number TDFS2-2-C-06.

REASON FOR CHANGE:
District requests change of boiler thermal flow switch in the system. This will standardize thermal flow switches for all sites for maintenance.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-005R1

Amount of this Change Order Item:	**Increase**	**$449.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-5 **Lowell ES - Boiler Gas Supply Connection**

DESCRIPTION OF CHANGE:
Provide all labor and materials to connect the existing 2-1/2" main gas supply line to the new boiler. Make connection using a 1-1/2" gas pipe and reduce it to 3/4" connection at the boiler.

REASON FOR CHANGE:
The District has noticed a decrease in volume at the boilers when the smaller pipe (1-1/4") is installed causing issues with gas supply to the boiler. Using the larger 1-1/2" pipe from the main gas supply to the boiler will allow for greater volume to be delivered and mitigate future issues. This change will increase the contract completion by 3 days to purchase materials, fabricate, and install the new gas train at the boiler.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 001
PCO-008

Amount of this Change Order Item:	**Increase**	**$3,373.00**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Item 1-6 **Lowell ES - Pump (P1) Pressure Gauge**

DESCRIPTION OF CHANGE:
Refer to Drawing Sheet No. M330. Provide all labor and materials to install a pressure gauge to read across Pump No. 1 (P1) in the boiler room.

REASON FOR CHANGE:
A pressure gauge is requested to monitor pressure levels at Pump No. 1 (P1) for the system. This change will increase the contract completion by 3 days to procure materials and install the new pressure gauge.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-009
RFP-02

Amount of this Change Order Item:	**Increase**	**$568.00**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Fresno Unified School District

CHANGE ORDER

Item 1-7 **Lowell ES - Heat Pump 4 Guardrail Installation**

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No. M801, Detail No 9. Provide all labor and materials to install a guardrail surround Heat Pump No. 4 at Building H, Portable Class Room No. 818.

REASON FOR CHANGE:

The installed Heat Pump is at an elevation that sits low to the ground and can cause injury to students and staff. Installation of a guardrail will mitigate potential injuries. This change will increase the contract completion by 5 days to procure materials, fabricate, and install the new guardrails.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

PCO-010

RFP-03

Amount of this Change Order Item:	**Increase**	**$6,134.00**
Time adjustment by this Change Order Item:	**Increase**	5 Days

Item 1-8 **Lowell ES - Heat Pump 2 and 3 Guardrail Installation**

DESCRIPTION OF CHANGE:

Refer to Drawing Sheet No, M801, Detail No. 9. Provide all labor and materials to install a guardrail and barriers to surround Heat Pump No, 2 and Heat Pump No. 3 at Building H, PCR 818.

REASON FOR CHANGE:

The installed Heat Pumps are at an elevation that sits low to the ground and can cause injury to students and staff while turning the corner. Installation of guard rails and barriers will mitigate potential injuries to students and staff and prevent students from climbing into the HP area. This change will increase the contract completion by 5 days to procure materials, fabricate, and install the new guardrails.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

PCO-11

RFP-04

Amount of this Change Order Item:	**Increase**	**$16,212.00**
Time adjustment by this Change Order Item:	**Increase**	5 Days

Fresno Unified School District

CHANGE ORDER

Item 1-9 **Lowell ES - Control Relay Change**

DESCRIPTION OF CHANGE:
Refer to Drawing Sheet No. M705. Provide all labor, materials and equipment to include relays located in the Energy Management System control panels for specified equipment. All work to be performed is subject to the same conditions as specified in the original contract documents.

REASON FOR CHANGE:
All fans, compressors, and reversing valves do not have associated relays. The addition of isolating relays for these components allows for testing and/or isolation of individual units for maintenance.

CHANGE CATEGORY:
District requested change

DOCUMENT REFERENCE:
PCO 004

Amount of this Change Order Item:	**Increase**	**$8,497.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-10 **Lowell ES - Unused Allowance Credit**

DESCRIPTION OF CHANGE:
The awarded Contract Cost amount included a $35,000 Allowance for Painting, Patching and misc. additional items desired or required by the Fresno Unified School District during construction. $0.00 was used toward the completion of this contract leaving an unused Allowance of $35,000.00 to be returned to the District.

REASON FOR CHANGE:
The Allowance of $35,000 was established by the Fresno Unified School District to cover costs for any necessary painting, patching and other unknown or unforeseen items encountered during construction for the Unit Ventilators. Upon completion of the contract work, there was an unused balance of $35,000.00 that is being credited to the Contract Amount.

CHANGE CATEGORY:
District Requested Change

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease**	**($35,000.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 9,259.68**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**16 Days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Lowell Elementary School HVAC/EMS Replacement*

DSA #: 02-121591

BID #: 24-28

Date: 09/20/24

Contractor: New England Sheet Metal, Co

Architect: Net Positive

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	1,264,000.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Allowance:	$	35,000.00
Total Agreement Amount:	**$**	**1,299,000.00**

Contract Adjustments:

Total Contract Amount $ 1,299,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ (22,113.00)		$ -		$ 28,074.00		$ 3,298.68				$ 9,259.68		
			$ -				$ -		$ -		$ -		
			$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ (22,113.00)**	-2%	**$ -**	0%	**$ 28,074.00**	2%	**$ 3,298.68**	0%	**$ -**	0%	**$ 9,259.68**	**$**	**9,259.68** 0.7%

Total Contract Amount with Adjustments **$ 1,308,259.68**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Kirk Elementary School Sitework
2000 E. Belgravia Avenue
Fresno, CA 93706

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-121732

CONTRACTOR :
GC Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. : 2306

FUSD BID/CONTRACT No. : 24-61

CONTRACTOR P.O. No. : 805878

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	972,600.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	972,600.00
The Contract Sum will be adjusted by	$	31,789.90
The new Contract Sum, including this Change Order will be	$	1,004,389.90
The Contract Completion date prior to this Change Order was		12-AUG-24
The Contract Time will be adjusted by		(2) Calendar Days
The new Contract Completion date, including this Change Order is therefore		14-Aug-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

TAM Architects
6781 N Palm Ave Ste 120
Fresno, CA 93704

ARCHITECT/ENGINEER:

By: Jared Ramirez
Date: 9/12/2024

Accepted by:

GC Builders
3366 W Sussex
Fresno, CA 93722

CONTRACTOR:

By: Gerardo Campos
Date: 9/12/2024

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Chief Executive
Date: 9/23/2024

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to raise and extend elevated walk at the new restroom building

REASON FOR CHANGE:
Raise Elevated Walk to allow for required 18" crawl space and extend ramp to maintain ADA compliant ramp to the new restroom building

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 001

Amount of this Change Order Item:	**Increase $**	**6,523.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to paint exterior of Portable Classroom Building P12 and Portable Restroom R1

REASON FOR CHANGE:
Paint Exterior of Portable Buildings to match existing buildings

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 002

Amount of this Change Order Item:	**Increase $**	**6,160.00**
Time adjustment by this Change Order Item:	**Increase**	2 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to provide power for hand dryers in the Portable Restroom

REASON FOR CHANGE:
The project documents did not include electrical power for District Standard hand dryers in student restrooms

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 003

Amount of this Change Order Item:	**Increase**	**$**	**8,151.52**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to provide an accessible external disconnect for the mechanical unit at Portable Classroom Building P12

REASON FOR CHANGE:
The existing internal disconnect is not readily accessible. An external disconnect at an accessible height was necessary for District long term maintenance and code compliance.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 004

Amount of this Change Order Item:	**Increase**	**$**	**1,155.73**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-5

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install Polaris Connectors for the new circuit breakers for the portable buildings

REASON FOR CHANGE:

The new Circuit Breakers will only allow #300 MCM wire. Polaris Connectors to reduce #400 MCM to allowable #300 MCM wire where required

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 005

Amount of this Change Order Item:	**Increase $**	**2,780.65**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Replace carpet tiles with rolled carpet at new portable classroom Portable Classroom Building P12

REASON FOR CHANGE:

District Requested rolled carpet in portable classroom in lieu of carpet tiles.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

COIR 006

Amount of this Change Order Item:	**Increase $**	**7,019.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**31, 789.90**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**2 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Kirk Elementary School Sitework

DSA #: 02-121732

BID #: 24-61

Date: 9/20/24

Contractor: GC Builders

Architect: TAM Architects

Change Order: 1

Contract Summary:

Bid Award Amount(s)			
Base Bid:		$	872,600.00
Unforseen Utility Allowance:	N/A	$	100,000.00
Additive Alternate 2:	N/A	$	-
Additive Alternate 3:	N/A	$	-
Additive Alternate 4:	N/A	$	-
Total Agreement Amount:		$	972,600.00

Contract Adjustments:

Total Contract Amount											$	972,600.00	
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 14,334.73		$ -		$ 2,780.65		$ 14,674.52		$ -		$ 31,789.90		
	$ 14,334.73	1.5%	$ -	0.0%	$ 2,780.65	0.3%	$ 14,674.52	1.5%	$ -	0.0%	$ 31,789.90	$ 31,789.90	3.3%
Total Contract Amount with Adjustments												$ 1,004,389.90	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Scandinavian Middle School - Sitework & Portable Improvement
3216 N. Sierra Vista Avenue
Fresno, CA 93726

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-122216

CONTRACTOR :
BDM, Inc.
240 North 12th Avenue, Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	22311-E-01
FUSD BID/CONTRACT No. :	24-84
CONTRACTOR P.O. No. :	806197

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	1,680,785.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,680,785.00
The Contract Sum will be adjusted by	$	17,885.86
The new Contract Sum, including this Change Order will be	$	1,698,670.86
The Contract Completion date prior to this Change Order was		27-Sep-24
The Contract Time will be adjusted by		(5) Calendar Days
The new Contract Completion date, including this Change Order is therefore		2-Oct-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

SGPA Architecture & Planning
3599 Sueldo Street, Suite
ARCHITECT/ENGINEER:

By: Victoria Gray, SGPA
Date: 09/12/2024

Accepted by:

BDM, Inc.
240 North 12th Avenue, Box 306
Hanford, CA 93230
CONTRACTOR:

By: Lyle Bolte, CEO
Date: 9/11/2024

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive
Date: 9/19/2024

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to reroute existing underground electrical lines for the gate controller and marquee sign.

REASON FOR CHANGE:
In the course of construction, unknown underground electrical infrastructure was found to be in the footprint of t

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #002

Amount of this Change Order Item:	**Increase**	**$ 17,885.86**
Time adjustment by this Change Order Item:	**Increase**	5 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 17,885.86**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**5 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Scan MS Sitework and Portable Improveme*

DSA #: 02-122216

BID #: 24-84

Date: 08/13/24

Contractor: BDM Inc

Architect: SGPA Architect

Change Order: 01

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	1,595,785.00
Additive Alternate 1:	$	85,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	**$**	**1,680,785.00**

Contract Adjustments:

Total Contract Amount $ 1,680,785.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001					$ 17,885.86									
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ -**	0%	**$ 17,885.86**	1%	**$ -**	0%	**$ -**	0%	**$ -**		**$ 17,885.86**	1.1%

Total Contract Amount with Adjustments **$ 1,698,670.86**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Gaston Middle School - Sitework & Portable Improvement
1100 E. Church Avenue
Fresno, CA 93706

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-122217

CONTRACTOR :
GC Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. :	22310-E-01
FUSD BID/CONTRACT No. :	24-87
CONTRACTOR P.O. No. :	806196A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	938,700.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	938,700.00
The Contract Sum will be adjusted by	$	15,716.21
The new Contract Sum, including this Change Order will be	$	954,416.21
The Contract Completion date prior to this Change Order was		26-Sep-24
The Contract Time will be adjusted by		0 Calendar Days
The new Contract Completion date, including this Change Order is therefore		26-Sep-24

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

SGPA Architecture & Planning
3599 Sueldo Street, Suite
ARCHITECT/ENGINEER:
By: Victoria Gray, SGPA
Date: 09/16/2024

Accepted by:

GC Builders
3366 W. Sussex
Fresno, CA 93722
CONTRACTOR:
By: Gerardo Campos, CEO
Date: 9-12-24

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger | Chief Executive
Date: 9/17/2024

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to reroute existing irrigation line around new modular building to the North. Includes selective demolition of existing concrete, rerouting of irrigation line, install of new
REASON FOR CHANGE:
Unforseen existing irrgation line runs beneath proposed location for new modular building. Irrigation line need:

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #002

Amount of this Change Order Item:	**Increase $**	**17,446.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Proivde all labor, materials and equipment as required to revise acoustic ceiling tile product to Armstrong - Cortega Square Lay-In 2'x4' white ceiling tile.
REASON FOR CHANGE:
District requested change to ceiling tile product to match FUSD Facility's stock.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCD 002 (B)

Amount of this Change Order Item:	**Decrease $**	**1,729.79**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**15,716.21**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Gaston MS Sitework and Portable Improve*

DSA #: 02-122217

BID #: 24-87

Date: 09/17/24

Contractor: GC Builders

Architect: SGPA Architcts

Change Order: 01

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	938,700.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**938,700.00**

Contract Adjustments:

Total Contract Amount													$	938,700.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**				
CO #001	$ (1,729.79)				$ 17,446.00										
CO #002															
CO #003															
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -		$	15,716.21	
Totals:	**$ (1,729.79)**	0%	**$ -**	0%	**$ 17,446.00**	2%	**$ -**	0%	**$ -**	0%	**$ -**		**$**	**15,716.21**	1.7%
Total Contract Amount with Adjustments													**$**	**954,416.21**	

Change Order

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER No. : 01

PROJECT NAME:
FUSD Burroughs Elementary Playground Replacement

DSA File No, : 10-48

Application No.: 02-122311

CONTRACTOR:
Harris Development Corp, dba HBC Enterprises

DESIGNER'SPROJECT NO. : 2408

FUSD BID/CONTRACT NO. 24-94A

CONTRACTOR P.O. NO. : 2501344

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$669,475.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$669,475.00
The Contract Sum will be adjusted by	$10,940.70
The new Contract Sum including this Change Order will be	$680,415.70
The Contract Completion date prior to this Change Order was	9/9/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/9/2024

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects
6790 N. West Ave
Fresno,California 93711

DESIGNER:

By: Antonio Avila

Date: *8/29/2024*

Accepted by:

Harris Development Corp, dba HBC Ent

CONTRACTOR:

By: Rob Harris

Date: 8/29/24

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 9/19/2024

Change Order

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Burroughs Elementary Playground Replacement
CHANGE ORDER NO.: 01
DATE
Project No.: 2408

You are directed to make the following changes in this Contract:

Item 01 - 1

DESCRIPTION OF CHANGE:
Additional concrete at the entry will need to be demoed and repoured so that it is in compliance.

REASON FOR CHANGE:
(a) concrete sections at the school entry are not in compliance and exceed 2% maximum slope. Because these sections exceed 2% slope and are in the path of travel, they will need to be demoed and poured back so that they are in compliance.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 002 OTP 002

Amount of this Change Order Item:	INCREASE	$6,259.66
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 01 - 2

DESCRIPTION OF CHANGE:
Modifications to boys restroom accessible stalls.

REASON FOR CHANGE:
The ADA stalls in the boys restroom are not in compliance. The partitions will need to be modified and a pony wall cut down so that all clearances are met.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 01R OTP 001

Amount of this Change Order Item:	INCREASE	$4,681.04
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$10,940.70**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

****** End of CHANGE ORDER ***** ***01***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Burroughs Elementary Playground Replacement*
DSA #: 02-122311
BID #: 24-94A

Date: 09/18/24
Contractor: HBC Enterprises
Architect: N/A
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	669,475.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**669,475.00**

Contract Adjustments:

Total Contract Amount $ 669,475.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ 6,259.66		$ 4,681.04		$ -		$ 10,940.70			
CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ -**	0%	**$ 6,259.66**	1%	**$ 4,681.04**	1%	**$ -**	0%	**$ 10,940.70**		**$ 10,940.70**	1.6%

Total Contract Amount with Adjustments **$ 680,415.70**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 23, 2024 **AGENDA ITEM C-16**

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for the project which has been completed according to plans and specifications as follows:

Bid 24-69 Section C, Exterior Painting at Various Sites, Kratt Elementary School

For Information Only

Original contract amount:	$	74,000
Change Order(s) previously ratified:	$	- 8,216
Contract amount:	$	65,784

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations and Classifieds Labor Management Officer, Paul Idsvoog

INTERIM SUPERINTENDENT APPROVAL:

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2024-0082813
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Sep 11, 2024 03:56:19 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **August 16, 2024**
The work done was **Exterior Painting** **Bid No. 24-69C**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
Fresh Style Painting 1775 Cork Oak Ln., Manteca, CA 95336 **May 29, 2024**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

Kratt Elementary School 650 W. Sierra Ave., Fresno, CA 93704 **DSA No.: N/A**

Date: **September 11, 2024**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 11, 2024 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District