Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, SECOND FLOOR
FRESNO, CA 93721
fresnounified.org/board

AGENDA
WEDNESDAY, JANUARY 22, 2025
*4:30 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Please note: Parking will be available for Board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets – entrance on "N" street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room 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 fresnounified.org/board/board-agendas-and-minutes.

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

*__4:30 P.M. OPEN MEETING__

PLEDGE OF ALLEGIANCE

Nikki Henry will lead the flag salute.

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

A. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

RECESS to 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. Executive Director (General) – Safety and Security Office
    b. Principal
    c. Superintendent Search
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Nathan Gonzalez, a minor, by and through his Guardian ad Litem Lindsay Parman vs. Fresno Unified School District
       Fresno Superior Court No. 23CECG03640
       Claim No. GL23-0608-9292
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-1, **PRESENT and DISCUSS Interim Goals and Guardrails – G1**

Interim Superintendent Her will provide an overview of the draft Interim Goals and Guardrails developed in collaboration with staff following the December 19, 2024, Board of Education goal setting workshop as part of the Student Outcome Focused Governance process. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Interim Superintendent Mao Misty Her, telephone 457-3884.

*** 6:05 P.M.**

B-2, **DISCUSS and ADOPT Goals – G1**

Interim Superintendent Her will present for discussion the draft Goals developed during the December 19, 2024, Board of Education goal setting workshop as part of the Student Outcome Focused Governance process. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Interim Superintendent Mao Misty Her, telephone 457-3884.

*** 6:35 P.M.**

B-3, **DISCUSS and ADOPT Guardrails – G1**

Interim Superintendent Her will present for discussion the draft Guardrails developed during the December 19, 2024, Board of Education goal setting workshop as part of the Student Outcome Focused Governance process. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Interim Superintendent Mao Misty Her, telephone 457-3884.

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

B-4, **HOLD a Public Hearing in the Matter of the Sierra Charter School Charter Renewal Petition – G2**

Included in the Board binders is a copy of the Sierra Charter School (SCS) renewal petition. SCS has been a district authorized charter school since August 2007 and is applying for the renewal of their charter. The SCS charter petition was submitted to Fresno Unified School District on December 02, 2024, and will be presented to the Board for a decision at the February 12, 2025, board meeting. Fiscal impact: The estimated fiscal impact for the renewal to Fresno Unified School District for 2025/26 is $3M, following an estimated fiscal impact of $3.4M in 2026/27, following an estimated fiscal impact of $3.7M in 2027/28 and $3.9M in 2028/29. Contact person: Carlos Castillo, Ed.D., telephone 457-3750.

*** 7:35 P.M.**

B-5, **CONDUCT and APPROVE the Board Quarterly Self-Evaluation -G1**

The Board will participate in a discussion facilitated by Sue Deigaard from the Council of the Great City Schools. The Board President recommends approval. 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-6, APPROVE Personnel List – G2

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-7, ADOPT Findings of Fact and Recommendations of District Administrative Board – S

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 January 08, 2025. 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 457-3750.

C-8, APPROVE Meeting Minutes – G2

Included in the Board binders are draft minutes for the January 08, 2025, 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-9, ADOPT Resolution No. 25-42, Office of Public-School Construction Master Plan Requirement Acknowledgment – G2

Included in the Board binders is Resolution No. 25-42, Office of Public-School Construction Master Plan Requirement Acknowledgment. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person; Paul Idsvoog, telephone 457-3134.

C-10, APPROVE Budget Revision No. 2 for Fiscal Year 2024/25 – G2

Included in the Board binders is Budget Revision No. 2 for fiscal year 2024/25. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding expense changes to reflect items reported in the First Interim Financial Report and necessary adjustments to support the acceptance of various grant awards. The Interim Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately $121.5 million at June 30, 2025. Contact person: Patrick Jensen, telephone 457-6226.

C-11, APPROVE Grant Application to the California Commission on Teacher Credentialing - 2024 Teacher Residency Expansion Grant – G1

Included in the Board binders is a request to write the grant application to the California Commission on Teacher Credentialing - 2024 Teacher Residency Expansion Grant. The $8 million grant proposes to enroll 200 candidates over the two project years in a multiple subject, single subject, or special education pathway in partnership with Fresno State University, Fresno Pacific University, or National University. Enrolled candidates commit to work in Fresno Unified schools for a minimum of four years after the candidate obtains their preliminary credential. The Interim Superintendent recommends approval. Fiscal impact: The grant award is up to $8 million over the two-year grant extension from 2027/28 to 2028/29. Contact person: David Chavez, telephone 457-3713.

C-12, APPROVE Amendment to Agreement with Hanna Interpreting Services – G1

Included in the Board binders is an amendment to the agreement with Hanna Interpreting Services. The request is to cover the additional expenses resulting from the increased number of newcomer students enrolled in Fresno Unified. The original agreement amount, approved by the Board on June 20, 2024, was $100,000. The requested increase brings the total to $150,000. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $150,000 are available in the Title III Immigrant budget. Contact person: Carlos Castillo, Ed.D., telephone 457-3750.

C-13, APPROVE Use of Individual Piggyback Contracts – G2

Included in the Board binders and recommended for approval is a list of nine piggyback contracts for use during 2024/25 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to technology equipment, maintenance equipment/supplies, natural gas /energy and library/ professional development books. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Interim Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract (if utilized) are indicated in the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone 457-3134.

C-14, RATIFY Change Orders – G2

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

Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements
Change Order 6 presented for ratification: $-162,448

Bid 24-25, Education Center Board Room Remodel
Change Order 3 presented for ratification: $42,888

Bid 24-51, Wawona Middle School Sitework and Portable Improvement
Change Order 2 presented for ratification: $-139,924

Bid 24-61, Kirk Elementary School Sitework and Portable Improvements
Change Order 2 presented for ratification: $-75,644

Bid 24-67, Bullard High School Confidential Space Installation
Change Order 1 presented for ratification: $-41,769

Bid 24-96 Sections A, B, and C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement
Change Order 2 (Cesar Chavez) presented for ratification: $84,117
Change Order 2 (King) presented for ratification: $18,241
Change Order 2 (Lincoln) presented for ratification: $314

The Interim Superintendent recommends ratification. Fiscal impact: A credit of $162,448 will be applied to the School Facilities Fund for Bid 21-10, sufficient funds in the amount of $42,888 are available in the General Fund for Bid 24-25, a credit of $257,337 will be applied to the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-51, 24-61, and 24-67, and $102,672 is available in the Inclusive Early Education and Expansion Program Grant for Bid 24-96 Sections A, B, and C. Contact person: Paul Idsvoog, telephone 457-3134.

C-15, RATIFY the Filing of Notices of Completion – G2

Included in the Board binders are Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 24-61, Kirk Elementary School Sitework and Portable Improvement

Bid 24-67, Bullard High School Confidential Space Installation

Bid 24-78 Section D, Athletic Field Rehabilitation at Tioga Middle 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, FEBRUARY 12, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM B-1**

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Present and Discuss Overview of Interim Goals and Guardrails – G1

ITEM DESCRIPTION: Interim Superintendent Her will provide an overview of the draft Interim Goals and Guardrails developed in collaboration with staff following the December 19, 2024, Board of Education goal setting workshop as part of the Student Outcome Focused Governance process.

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: Mao Misty Her

Student Outcomes Focused Governance: Interim Goals and Guardrails

January 22, 2025



ACHIEVING OUR *GREATEST* POTENTIAL

Fresno Unified School District
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Today's Outcomes

Discuss and provide feedback on the draft interim goals and guardrails as they align to the draft goals and guardrails created by the board from the community listening sessions

FUSD
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Goals, Guardrails, Interim Goals and Guardrails

Board Created	
Goals	**Guardrails**
The community's expectations for what Fresno Unified students will know and be able to do.	The community's specific non-negotiables that must be honored while implementing the goals.
Interim Superintendent Created	
Interim Goals	**Interim Guardrails**
Measures of progress toward a defined goal. Interims goals are output metrics that are predictive of the goals and are influenceable by the interim superintendent.	Measures of progress toward a defined guardrail. Interim guardrails are predictive of the guardrails and are influenceable by the interim superintendent.

Targeted Universalism

Targeted Universalism: is a method to design efforts to make transformative or transactional changes. It is an alternative to either universal or targeted strategies with the potential to bridge policy divides. Targeted Universalism means setting universal goals pursued by targeted processes to achieve those goals. This approach targets the various needs of each group while reminding us that we are all part of the same social fabric.



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Draft Board Goals-December 19

Early Literacy Proficiency: The percentage of 1st graders who are proficient in reading based on iReady (Waterford?) results will increase from 48% in June 2024 to 70% by June 2030.

Literacy Intervention: The percentage of 3rd-8th grade student who start more than one grade behind in reading proficiency who make more than one year's growth will increase from 10% in June 2024 to 50% by June 2030.

College & Career Readiness: The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 86% by June 2030.

Life Skills: The percentage of 4th-8th grade students who demonstrate proficiency with self regulation, critical thinking, problem solving, & conflict resolution according to [insert xyz assessments] will increase from x% in June 2024 to y% by June 2030.

Interim Goals



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DRAFT: Interim Goals for Early Literacy Proficiency

Board Draft Goal: The percentage of 1st graders who are proficient in reading based on iReady or (Waterford?) results will increase from 48% in June 2024 to 70% by June 2030.

Suggested Revision: The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.

Interim Goals:

- From June 2024 to June 2026, the percentage of 1st grade students who are at or above grade level in literacy as measured by iReady diagnostic assessment will increase from 48% to 58.6%.
- From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.
- From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by K-FSA assessment will increase from 51% to 63.2%.

DRAFT: Interim Goals for Literacy Intervention

Board Draft Goal: The percentage of 3rd-8th grade students who start more than one grade behind in reading proficiency who make more than one year's growth will increase from 10% in June 2024 to 50% by June 2030.

Suggested Revision: The percentage of 3rd – 8th grade students not meeting standards on Smarter Balanced (SBAC) English Language Arts (ELA) and who make more than one year's growth will increase from X% in June 2024 to 50% by June 2030.

Interim Goals:

- From June 2024 to June 2028, the percentage of identified 3rd-6th grade students who meet their stretch growth goal on iReady will increase from 34% to 50%.
- From June 2024 to June 2028, the percentage of identified students who improve at least one performance band from the first administration to the second administration on the district interim assessment will increase from 40% to 90%
- From August 2026 to June 2028, the percentage of identified 3rd-8th grade students who improve a minimum of one rubric score from the first to the second administration on the district writing assessment will increase from X% to 75%.

DRAFT: Interim Goals for College and Career Readiness

Board Draft Goal: The percentage of students graduating from high school who are college and career ready based on College and Career Indicator (CCI) will increase from 43% in June 2024 to 86% by June 2030.

Suggested Revision: The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

Interim Goals:

- From June 2024 to June 2028, the percentage of 9th and 10th grade students who receive at least one "D" or "F" on their report card at the end of the semester will decrease from 55.2% to 38.2%.
- From June 2025 to June 2028, the percentage of 9th-12th grade students who have successfully completed a dual enrollment course, Career Technical Education concentrator/capstone courses, or a work-based learning experience each semester will increase from X% to Y%.
- From February 2025 to February 2028, the percentage of 9th-11th grade students who achieve "nearly met" or higher on the district interim assessments/benchmark in mathematics will increase from X% to Y%.

DRAFT: Interim Goals for Life Skills

Board Draft Goal: The percentage of 4th-8th grade students who demonstrate proficiency with self-regulation,critical thinking, problem solving, and conflict resolution according to (xyz assessments) will increase from ___% in June 2024 to ___% by June 2030.

Suggested Revisions: The percentage of PS-12th grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

Interim Goals:

- From June 2025 to June 2028, the percentage of TK students sustaining or exceeding on the Social & Emotional Learning domain as measured by the TK Foundational Skills Assessment (FSA) will increase from 73% to 90%.
- From June 2026 to June 2029, the percentage of 7th-8th grade students attaining or sustaining typical or strength ratings as measured by the Devereux Student Strengths Assessment (DESSA) assessment will increase from X% to Y%.
- From June 2027 to June 2030, the percentage of Kindergarten-12th grade students that demonstrate a 3 or 4 rating as measured by the Portrait of a Learner Portfolio assessment will increase from X% to Y%.

Draft Board Guardrails-December 19

Community Engagement: The superintendent may not propose major decisions to the board without first having a community engagement plan.

Equitable Access: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups or schools.

Effective Staff: The superintendent may not allow the hiring, promotion, or lateral movement of staff who are consistently performing “does not meet standard” for two years as defined by CPELS, CSTPS, and classified standards.

Health & Wellness: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.

Interim Guardrails



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DRAFT: Interim Guardrails for Community Engagement

Board Draft Guardrail: The superintendent may not propose major decisions to the board without first having a community engagement plan.

Suggested Revision: The superintendent may not propose major decisions that directly impact student outcomes/achievement to the board.

Interim Guardrail:

- From June 2024 to June 2026, the percentage of major decisions brought to the Board for approval that impact more than 25% of a targeted group that include a community engagement plan will increase from 0% to X%.

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DRAFT: Interim Guardrails for Equitable Access

Board Draft Guardrail: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups or schools.

Suggested Revision: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups (for example, African American, English Learners, Foster Youth, Homeless and Students with Disabilities) or schools.

Interim Guardrails:

- From January 2025 to June 2028, the presentations provided by the superintendent ,that include discussion of distinct and/or vulnerable populations, will increase from X% to 100%.
- From August 2025 to June 2028, the percentage of teachers that receive training in Universal Design for Learning will increase from X% to 90%.

DRAFT: Interim Guardrails for Effective Staff

Board Draft Guardrail: The superintendent may not allow the hiring, promotion, or lateral movement of staff who are consistently performing “does not meet standard” for two years as defined by the California Professional Standards for Education Leaders (CPSELs), the California Standards for the Teaching Profession (CSTPs), and classified standards.
Suggested Revision: The superintendent will not allow the hiring, promotion, or lateral movement of staff who are performing “does not meet standard” as defined by CPSELs, CSTPs, and classified standards.

Interim Guardrails:

- From June 2025 to June 2028, the percentage of employees who complete supervision and evaluation training, FRISK training and Collective Bargaining Agreement training prior to supervising and evaluating employees will be increased from X% to 100%.
- From June 2025 to June 2028, the percentage of evaluations for employees performing "does not meet standard" that include actionable feedback in a written support plan to help improve performance will increase from X% to 100%.
- From June 2024 to June 2028, the percentage of hires, promotions, laterals and extra pay contracts where evaluations are used in the decision-making process will increase from 0% to 100%.

DRAFT: Interim Guardrails for Health and Wellness

Board Draft Guardrail: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.

Suggested Revision: NONE

Interim Guardrails:

- From July 2025 to July 2027, the percentage of eligible students and staff participating in the DESSA assessment and climate and culture survey will increase from X% to 95%.
- From July 2025 to July 2027, the percentage of schools where a majority of teachers are teaching the current adopted Social Emotional Learning (SEL) curriculum will increase from X% to Y%.
- From October 2025 to October 2028, the percentage of staff responding agree or strongly agree as measured by the identified climate and culture survey domain will increase from X% to Y%.

Questions, Comments, Feedback



Fresno Unified School District
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM B-2**

ACTION REQUESTED: DISCUSS and ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Discuss and Adopt Goals – G1

ITEM DESCRIPTION: Interim Superintendent Her will present for discussion the draft Goals developed during the December 19, 2024, Board of Education goal setting workshop as part of the Student Outcome Focused Governance process.

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: Mao Misty Her

DRAFT GOALS

DRAFT Board Goals:	Suggested Revisions:
Early Literacy: The percentage of 1st graders who are proficient in reading based on iReady or (Waterford?) results will increase from 48% in June 2024 to 70% by June 2030.	The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.
Literacy Intervention: The percentage of 3rd – 8th grade students who start more than one grade behind in reading proficiency who make more than one year's growth will increase from 10% in June 2024 to 50% by June 2030.	The percentage of 3rd – 8th grade students not meeting standards on Smarter Balanced (SBAC) English Language Arts (ELA) and who make more than one year's growth will increase from 10% in June 2024 to 50% by June 2030.
College & Career Readiness: The percentage of students graduating from high school who are college and career ready based on College and Career Indicator (CCI) will increase from 43% in June 2024 to 86% by June 2030.	The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.
Life Skills: The percentage of 4th – 8th grade students who demonstrate proficiency with self-regulation, critical thinking, problem solving, and conflict resolution according to (xyz assessments) will increase from ___% in June 2024 to ___% by June 2030.	The percentage of PS – 12th grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

Fresno Unified School District
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM B-3**

ACTION REQUESTED: DISCUSS and ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Discuss and Adopt Guardrails – G1

ITEM DESCRIPTION: Interim Superintendent will present for discussion the draft Guardrails developed during the December 19, 2024, Board of Education goal setting workshop as part of the Student Outcome Focused Governance process.

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: Mao Misty Her

DRAFT GUARDRAILS

DRAFT Board Guardrails:	Suggested Revisions:
Community Engagement: The superintendent may not propose major decisions to the Board without first having a community engagement plan.	The superintendent may not propose major decisions that directly impact student outcomes/achievement to the Board without a community engagement plan.
Equitable Access: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups or schools.	The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups (for example, African American, English Learners, Foster Youth, Homeless and SWD) or schools.
Effective Staff: The superintendent may not allow the hiring, promotion, or lateral movement of staff who are consistently performing “does not meet standard” for two years as defined by the California Professional Standards for Education Leaders (CPSELs), the California Standards for the Teaching Profession (CSTPs), and classified standards.	The superintendent will not allow the hiring, promotion, or lateral movement of staff who are performing “does not meet standard” as defined by CPSELs, CSTPs, and classified standards.
Health & Wellness: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.	No proposed revisions.

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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM B-4**

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Hold a Public Hearing in the Matter of the Sierra Charter School Charter Renewal Petition – G2

ITEM DESCRIPTION: Included in the Board binders is a copy of the Sierra Charter School charter renewal petition. Sierra Charter School (SCS) is a kindergarten through twelfth grade, free public charter school. SCS utilizes a personalized learning instructional program designed to offer choice and flexibility by utilizing independent study, classroom instruction, performance-based learning, online instruction, hands-on labs, tutoring and community partners to approximately 395 students. The school is located at 1931 N. Fine Ave in Fresno, California. SCS began as an authorized Fresno Unified School District charter school on August 20, 2007.

The Sierra Charter School charter petition was submitted to Fresno Unified School District on December 02, 2024, and will be presented to the Board for a decision at the February 12, 2025, Board Meeting.

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

FINANCIAL SUMMARY: The estimated fiscal impact for the renewal to Fresno Unified School District for 2025/26 is $3M, following an estimated fiscal impact of $3.4M in 2026/27, following an estimated fiscal impact of $3.7M in 2027/28 and $3.9M in 2028/29.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D.

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Sierra Charter School Charter Renewal Petition



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Public Hearing Objectives

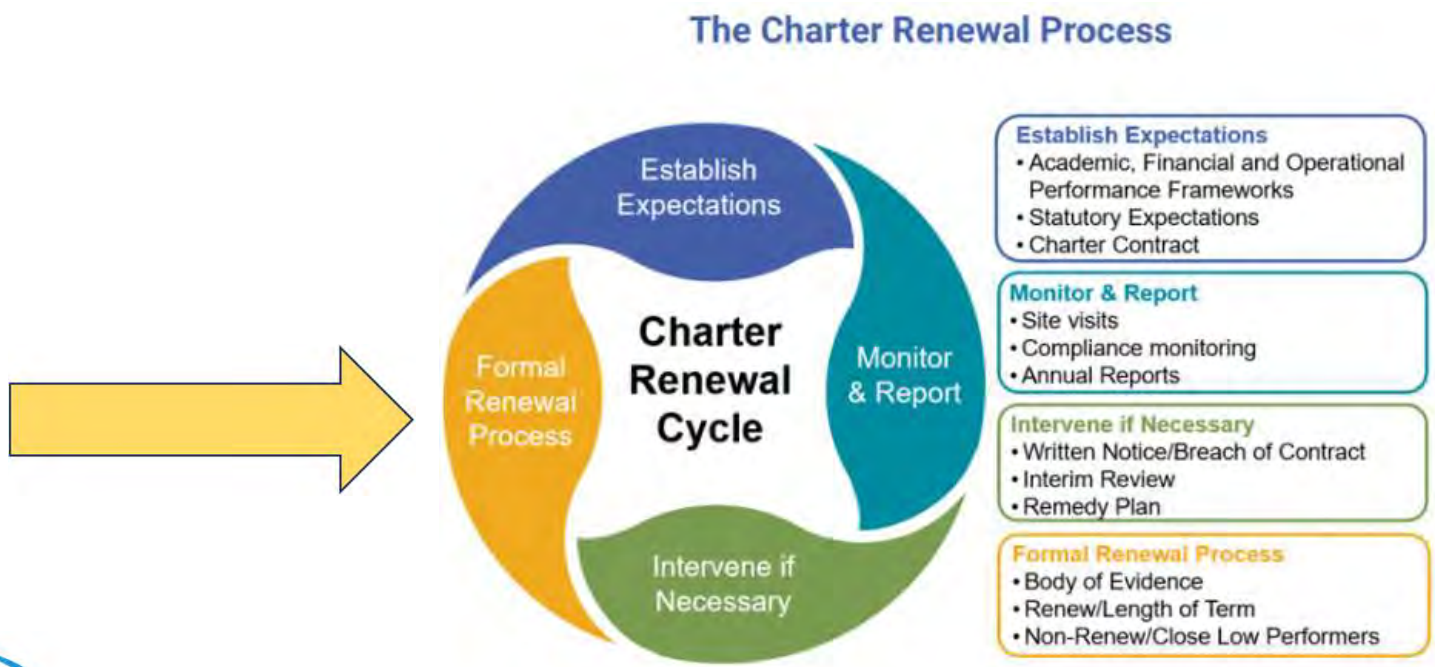
- Sierra Charter School Background
- Charter School Renewal Process/Timeline
- Performance Renewal Tiers
- Sierra Charter School Presentation

Sierra Charter School Background

- K-12th grade, a free public Charter school located on Mckinley and Fine Avenue
- Sierra provides a hybrid instructional delivery system to approximately 395 students.
- Fosters individual relationships and believes in the power of personal achievement.
- First authorized with Fresno Unified in 2007.



Renewal Process



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Renewal Process



Step One

- **Renewal Site Visit**
  - Academically successful?
  - Effective viable organization?
  - Fiscally sound?
  - 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

Sierra Charter School

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

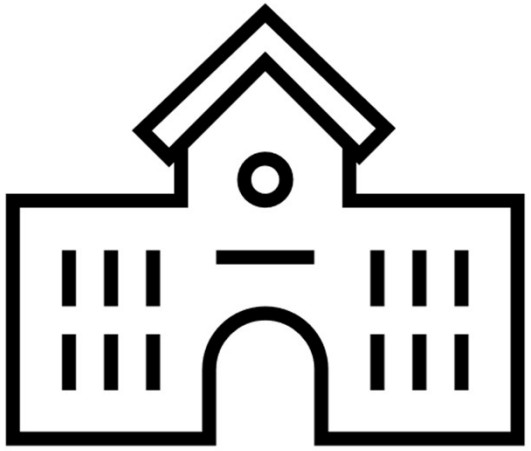
Renewal Timeline

Day	Action
Day 0	December 2, 2024 Certified Delivery of Renewal Petition
Day 36 No Later than Day 60	January 22, 2025 Public Hearing
Day 45 On or before 15 Days Prior to Decision Hearing	On or before Jan 28, 2025 Publish Report of Factual Findings
Day 64 Within 90 Days	February 12, 2025 FUSD Board Decision Hearing to Grant or Deny Renewal



Sierra Charter School

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL



Thank You!

Please contact us if you have any questions.

Charter Office – (559) 457-3923

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL



Sierra Charter School

Fresno Unified School District Board of Education
Public Hearing Presentation
January 22, 2025

Introduction, Mission

- The mission of Sierra Charter School is to offer the choice of a personalized learning program which provides flexibility and support for students to reach their maximum potential in a safe environment

Introduction, Timeline & Location

Timeline

- First authorized by Eastern Sierra Unified School District for the 1998-1999 school year
- Changed authorizers to be under FUSD starting in 2007-2008
- Renewed by FUSD in…
  - 2012 & 2017
- Currently a middle track school applying for a five-year renewal for 2025-26 through 2029-30

Location

- In a private facility Located South of the Airport

Introduction, Demographics

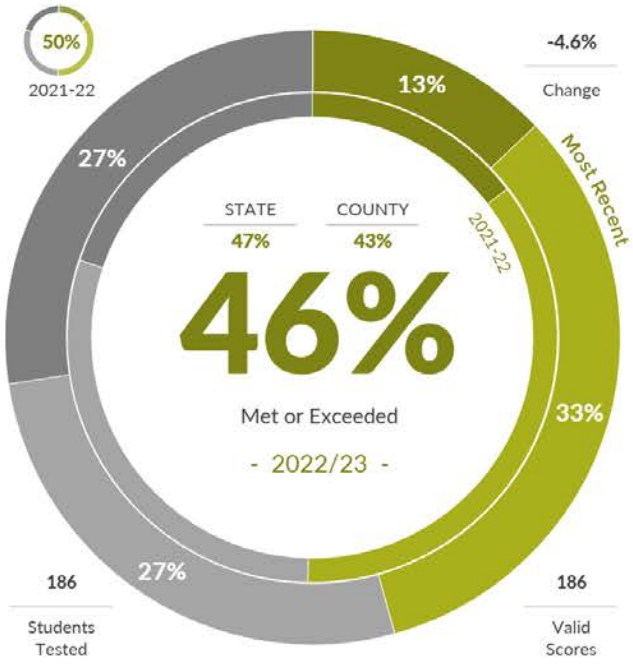
2023-24, Sierra Charter School, FUSD, Fresno County, State				
Subgroup	**SCS**	**FUSD**	**County**	**State**
African American	2.2%	7.6%	4.5%	4.9%
American Indian/Alaskan Native	2.5%	0.7%	0.6%	0.4%
Asian	1.9%	10.6%	9.9%	9.9%
Hispanic/Latino	73.5%	69.5%	66.8%	56.1%
White	17.7%	7.8%	14.0%	20.3%
2 or More Races	2.2%	3.1%	2.8%	4.6%
Reclassified Fluent English Proficient	15.5%	13.3%	14.2%	15.8%
English Learner	6.9%	20.1%	18.3%	18.4%
Foster Youth	0.6%	1.0%	0.7%	0.5%
Homeless Youth	0.6%	0.8%	1.1%	3.6%
Students with Disabilities	12.2%	13.5%	11.6%	13.7%
Socioeconomically Disadvantaged	63.8%	87.2%	76.2%	62.7%
Total	362	71,480	206,025	5,837,690

Sierra Charter

OVERALL

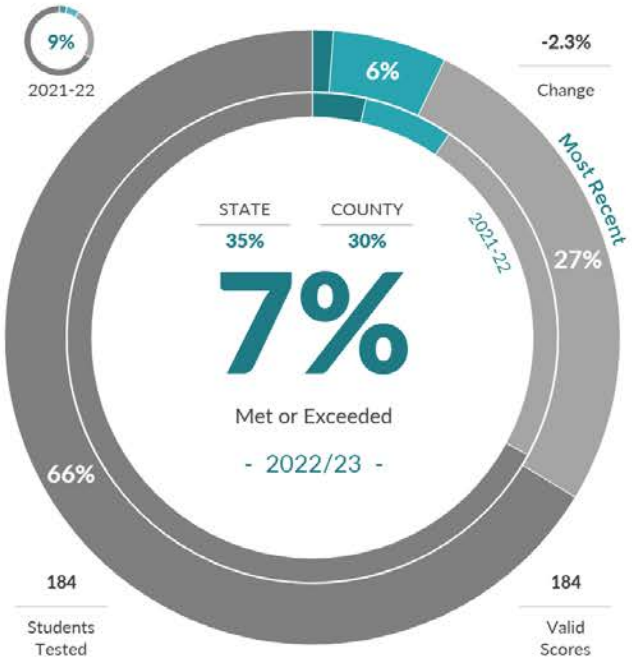
Fresno Unified Sierra Charter (Fresno)

ENGLISH & LANGUAGE ARTS





MATHEMATICS



School Year	Total Enrollment	Unduplicated Count		Low Income		English Learner		Foster Youth		Homeless		Migrant	
2021/22	334	251	75%	248	74%	22	7%	2	0.6%	0	0.0%	0	0.0%
2022/23	321	247	77%	244	76%	23	7%	1	0.3%	4	1.2%	0	0.0%
	-13	-4	1.8%	-4	1.8%	1	0.6%	-1	-0.3%	4	1.2%	0	0.0%

CAST Results

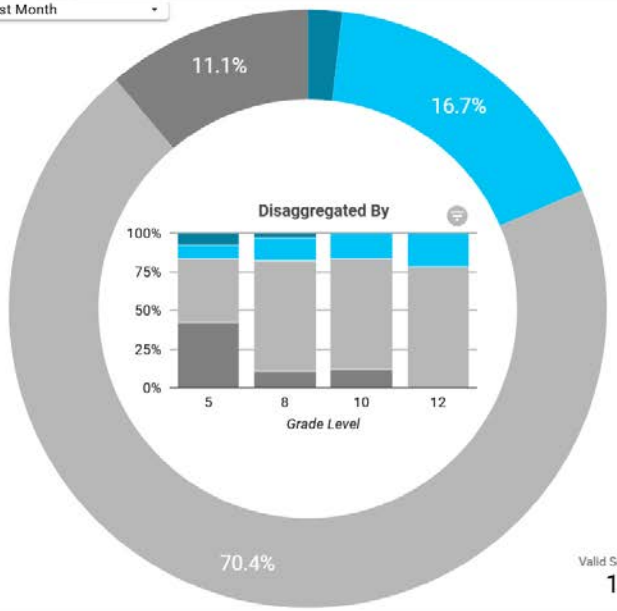
Academic Year: 2022-23 (1) | Grade | Gender | Race/Ethnicity | Socio-Econ. Disadvanta... | English Learner

Language Acquisition S... | Foster Youth | Homeless | Students w/ Disabilities | Test Site | Enrollment Length

Overall Results

Standard Not Met | Standard Nearly Met | Standard Met | Standard Exceeded

Test Month

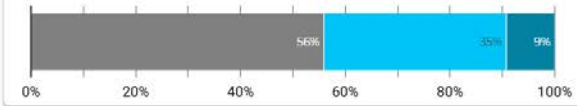


Valid Scores
162

Below Standard | Near Standard | Above Standard

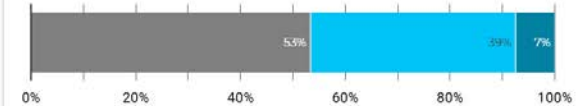
Life Sciences

Focusing on structures and processes in living things, ecosystems, heredity and biological evolution.



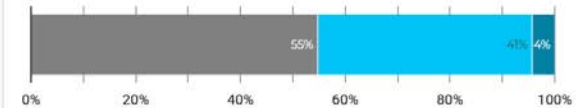
Physical Sciences

Focusing on matter and its interactions, motion and stability, energy, and waves and their applications.



Earth and Space Sciences

Focusing on Earth's place in the universe, Earth's systems, and Earth and human activity.



Grade Levels

Elementary Program (K-6th)

- Weekly one-on-one meetings with SCS teacher: progress check, teaching support, and lesson planning
- Parent-led instruction at home
- Daily Virtual Synchronous meetings for specific grades

Middle School Program (7th-8th)

- ELA and Math instruction: 3 hours, twice weekly
- Weekly Synchronous Instruction and Daily Interaction
- Additional subject support available Mon-Thu
- 2 instructional aides for tutoring

High School Program (9th-12th)

- ELA and Math instruction: 4 hours, twice weekly
- Afternoon support for all subjects Mon-Thu
- Weekly science classes and labs (Biology, Environmental Science, Chemistry)

SIERRA CHARTER HIGHLIGHTS

27 Years

This is year 27 serving Fresno's students and families.

CEI Team

Sierra Charter created a community engagement initiative team to prioritize embracing our community to maximize resource assets for our students and families.

Flex Based Learning

We strategically blend in-person instruction and hybrid learning to give students a unique experience with an abundance of support.

Arts Unlimited/ Legacy Club

We offer an acting academy that allows students to learn the art of acting and all skills needed to produce a film. Eligible students are able to meet during their breaks in Legacy Club where they play games, hang out, and work on building healthy relationships with peers



Community Partnerships

Fresno County Superintendent of Schools
Fresno State
Fresno Pacific
State Center Community Colleges
Legacy Education
Noble Credit Union
CAL KIDS

Senior Exit Interview

Seniors have an exit interview that is a requirement of graduation. In this interview students layout their post graduation plan that has been developed throughout the school year.

Mastery

Our high school Mastery is developing conceptual understanding, rather than just procedural fluency.

Small Class Sizes

Sierra Charter offers small class sizes which contributes to increased opportunities for 1 on 1 support and individualized academic plans.

Thank You and Next Steps

- Thank you for giving us space in your meeting to present tonight. We are excited to continue to partner with FUSD and serve students and families across the District.
- We anticipate being back in February for a vote to approve our renewal and we look forward to collaboration with FUSD staff regarding our petition and program.
- All FUSD Board members are invited to visit Sierra Charter School to learn more about our school and amazing students first-hand.
- Questions?

SIERRA CHARTER SCHOOL
RENEWAL PETITION

For the term: July 1, 2025 to June 30, 2030

Submission Approved by Sierra Charter School's Board of Directors on December 12, 2024

Submitted to:
Fresno Unified School District
Date Submitted: December 2, 2024

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- Letter of Intent
- SELPA

Executive Summary

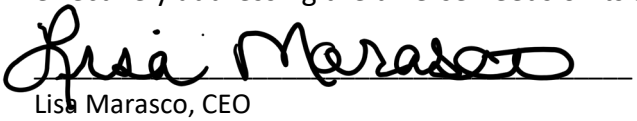
Sierra Charter School has proudly served Fresno and its surrounding communities for over two decades, offering a flexible, personalized learning environment. Founded in April 1998 as part of the Educational Foundation for Ethics and Principles (EFEP), the school began with 80 students and 12 part-time teachers under the chartering authority of the Eastern Sierra Unified School District in Bridgeport, California. By 1999, Sierra transitioned to a non-profit corporation with its own Board of Directors, and in 2007, its chartering authority shifted to Fresno Unified School District (FUSD) following changes in the law. This marked a new chapter of growth and partnership with the Fresno community. FUSD has since renewed Sierra's charter twice, in 2012 and 2017, recognizing the school's commitment to academic excellence.

Today, Sierra Charter School serves students from Kindergarten through 12th grade using a hybrid learning model that blends in-person instruction with remote learning via Google Classroom. Its academic program focuses on literacy, mathematics, science, social science, and technology, all tailored to meet the diverse needs of its students. To enhance engagement and achievement, Sierra shifted from a traditional independent study format to a hybrid delivery system, providing increased on-campus instructional time. Sierra's success is bolstered by strong partnerships with institutions such as:

- Fresno County Superintendent of Schools (FCSS)
- State Center Community College District
- California State University, Fresno (Fresno State)
- Fresno Pacific University
- Noble Credit Union
- Legacy Education

These collaborations expand learning opportunities and support the school's mission of fostering both academic and personal growth.

As Sierra approaches its next charter renewal, it remains steadfast in its commitment to providing high-quality, individualized education. By blending innovative teaching methods with expanded learning opportunities, the school ensures that every student is equipped with the tools and confidence to succeed. Sierra values its strong partnership with FUSD and looks forward to continuing its mission of excellence, equity, and empowering students to become future leaders in their communities. Approval of this charter renewal will empower Fresno Unified School District to uphold the objectives enshrined in the Charter Schools Act of 1992, including the enhancement of educational opportunities, the promotion of innovative pedagogical approaches, and the expansion of choices available to students and families. Simultaneously, it will enable Sierra Charter School to preserve its commitment to personalized learning while effectively addressing the diverse needs of its student population.



Lisa Marasco, CEO

LETTER OF INTENT

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

RE: Formal Application for Charter Renewal for Sierra Charter School

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

As the Lead Petitioner for Sierra Charter School, I hereby submit the charter renewal petition to the Fresno Unified School District for Sierra Charter School, for the term of July 1, 2025, through and including June 30, 2030.

Sierra Charter School 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.

Sierra Charter School looks forward to working with the Fresno Unified School District Governing Board and Fresno Unified School District staff during the charter renewal process. To this end, the Petitioners pledge to work cooperatively, to answer any questions regarding this charter petition and to present the Fresno Unified School District with the strongest possible proposal for a five-year charter term.

Please do not hesitate to contact Sierra Charter School at any time, should you have any questions or concerns.

Sincerely,



Armando Montero
Principal
Sierra Charter School
1931 North Fine Avenue
Fresno, CA 93727
amontero@sierracharter.org

AFFIRMATIONS AND DECLARATION

Sierra Charter School ("SCS" or the "Charter School") hereby certifies that the information submitted in this Petition for the renewal of SCS, located at 1931 North Fine Ave, Fresno, CA 93727, within the boundaries of the Fresno Unified School District ("FUSD" or the "District"), is true to the best knowledge and belief of SCS. 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)]

- Sierra Charter School declares that it shall be deemed the exclusive public school employer of all 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) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student's 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. [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")

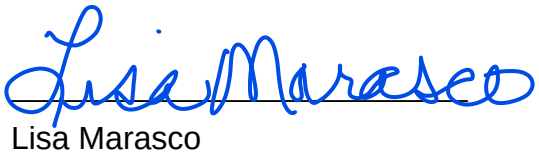
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").

- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

- The Charter School shall comply with Education Code Section 51745, et seq.

related to independent study, as applicable.

- The Charter School shall meet or exceed the legally required minimum number of school days [Ref. Title 5 California Code of Regulations Section 11960]



Lisa Marasco
Chief Executive Officer
Sierra Charter School



Date

INTRODUCTION

History

Sierra Charter School was formed in March 1998, as an entity under the Educational Foundation for Ethics and Principles ("EFEP") Corporation located in Victorville, California. Sierra Charter School's original chartering authority was Eastern Sierra Unified School District, located in Bridgeport, California. Sierra Charter School commenced operations in August 1998 with approximately 80 students and 12 part-time teachers. In January 1999 Sierra Charter School filed Articles of Incorporation to become a non-profit corporation and formed a Board of Directors. Eastern Sierra Unified School District continued to be the chartering agency through this transition.

In the 2007-08 school year, due to changes in applicable law, Sierra Charter School submitted a charter petition to the Fresno Unified School District and received approval for a five-year charter term. The change in the chartering authority did not affect the location of the Charter School. FUSD renewed the charter again in both 2012 and 2017.

Sierra Charter School now returns to FUSD for its third renewal with the District.

Current Program

Sierra Charter School is a K-12 personalized learning charter school, utilizing a unique definition of independent study to deliver instruction to students and monitor their learning. Through a blended approach, students take English, Math and Science classes on campus, as well as work remotely through Google classroom.

Literacy, math, science, social science and technology are the Charter School's main areas of focus. This is why the Charter School shifted from a traditional independent study format to a hybrid, or flex-based, delivery system, with increased time for in-person instruction. The goal of this shift is increased student achievement.

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. Sierra Charter School 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 include the following:

- Academic Performance
    - English Language Arts ("ELA")/literacy: grades three through eight and grade eleven
    - Mathematics: grades three through eight and grade eleven
    - English Learner Progress: grades one through twelve
    - College/Career Indicator: grade 12
- Academic Engagement
    - Chronic Absenteeism: kindergarten through grade eight
    - Graduation Rate: grade 12
- Conditions & Climate
    - Suspension Rate: kindergarten through grade twelve

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

For additional context, SCS fits into the middle-performing category based on the combination of performance shown on the 2022 and 2023 Dashboards AND the combination of the 2023 and 2024 Dashboards. The release of the 2024 Dashboard, which was required to be released by December 1, 2024, did not change SCS' performance category as it still fits in the middle-performing category with the most recent Dashboard release.

For middle-performing charter schools, Education Code Section 47607.2(b) mandates the District consider the performance, schoolwide and for all student subgroups, of SCS 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 and math assessments, the English Learner Progress Indicator ("ELPI"), and the College/Career indicator ("CCI").

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

Dashboard Performance

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

Schoolwide Dashboard State Indicators, Comparison of 2023 Performance

Indicator	SCS	FUSD	California
ELA (academic)	-8.7 Orange	-49.8 Orange	-13.6 Orange
Math (academic)	-116.1 Red	-80.6 Yellow	-49.1 Orange
ELPI (academic)	42.9% N/A	46.8% Green	48.7% Yellow
CCI (academic)	8.9% Very Low	40.2% Medium	43.9% Medium
Chronic Absenteeism (academic engagement)	1.6% Green	34.7% Yellow	24.3% Yellow
Graduation Rate (academic engagement)	84.2% Orange	85.8% Orange	86.4% Orange
Suspension Rate (conditions & climate)	0% Blue	7.3% Orange	3.5% Orange

As demonstrated above, SCS outperformed the District and the state in status on ELA, chronic absenteeism and suspension rate. The graduation rate at the Charter School received the same performance level, Orange, as both the District and the state.

A snapshot of SCS' subgroup performance for ELA, Math, CCI, Chronic Absenteeism, Graduation Rate and Suspension Rate is included below for reference.

2023 SCS Subgroup Performance

Subgroup	ELA CAASPP	Math CAASPP	CCI	Chronic Absenteeism	Graduation Rate	Suspension
Schoolwide	-8.7 Orange	-116.1 Red	8.9% Very Low	1.6% Green	84.2% Orange	0% Blue
Hispanic	-16.5 Orange	-118.1 Red	8.3% Very Low	2.2% Green	83.8% Orange	0% Blue
White	14.6*	-98.4*	N/A	0% Blue	76.9%*	0% Blue
English Learners	-54.9*	-161.3*	N/A	N/A	N/A	0%*
Socioeconomically Disadvantaged	-17.9 Orange	-130.8 Red	6.8% Very Low	2.1% Green	84.4% Orange	0% Blue
Students with Disabilities	-121.7*	-186.8*	N/A	0%*	N/A	0% Blue

N/A means the subgroup had fewer than 11 students eligible for the particular indicator
*Means the subgroup had more than 10 but fewer than 30 students for two consecutive years, so the subgroup's status is reported on the Dashboard but the subgroup is not provided a color.

For context, because different indicators apply to different grade levels, some subgroups have data on some indicators but not others. For instance, ELA and Math only apply to grade levels taking the CAASPP, which at SCS is grades 3-8 and 11. However, Suspension Rate applies to all grades at SCS. This is why more subgroups received a color for Suspension Rate compared to ELA and Math.

2023 Subgroup Performance Comparison: ELA

Indicator	Subgroup	SCS	FUSD	California
ELA (academic)	Schoolwide	-8.7 Orange	-49.8 Orange	-13.6 Orange
	Hispanic	-16.5 Orange	-55.1 Orange	-40.2 Orange
	White	14.6*	-8.3 Yellow	20.8 Green
	English Learners*	-54.9*	-86.6 Red	-67.7 Orange
	Socioeconomically Disadvantaged	-17.9 Orange	-57.8 Orange	-42.6 Orange
	Students with Disabilities	-121.7*	-123.8 Orange	-96.3 Red

As demonstrated above, schoolwide and for every subgroup where SCS has data the status (number) achieved at SCS is higher than both the District and the state, other than the state comparison of Students with Disabilities.

2023 Subgroup Performance Comparison: Math

Indicator	Subgroup	SCS	FUSD	California
Math (academic)	Schoolwide	-116.1 Red	-80.6 Yellow	-49.1 Orange
	Hispanic	-118.1 Red	-86.1 Yellow	-80.8 Orange
	White	-98.4*	-40.8 Yellow	-11.1 Yellow
	English Learners*	-161.3*	-105.6 Red	-93.4 Orange
	Socioeconomically Disadvantaged	-130.8 Red	-87.8 Yellow	-80.8 Yellow
	Students with Disabilities	-186.8*	-148.6 Orange	-127.3 Orange

SCS has recognized math as a growth area and is taking concrete steps to improve performance. In order to address the need for improved math results, SCS has contracted with the Fresno County Superintendent of School ("FCSS") for advice and expertise to establish and implement a two-year plan to improve student achievement in math. FCSS is partnering with SCS to focus on curriculum review, professional development and support with implementation of best practices around curriculum and instruction. FCSS is guiding SCS in aligning its math curriculum with state standards and

integrating data-driven instruction to address specific learning gaps. Regular professional development workshops and collaborative sessions are being conducted to equip teachers with effective instructional strategies tailored to student needs.

Additionally, over the current charter term, SCS has added in-person math support classes for middle and high school students. The in-person support classes are supplemented by frequent progress monitoring and individualized intervention plans, ensuring targeted assistance for struggling learners.

Further, SCS has established collaborative teacher learning communities to foster the sharing of innovative teaching practices and continuous improvement in math instruction.

2023 Subgroup Performance Comparison: College/Career Indicator

Indicator	Subgroup	SCS	FUSD	California
CCI	Schoolwide	8.9% Very Low	40.2% Medium	43.9% Medium
	Hispanic	8.3% Very Low	38.8% Medium	35.5% Medium
	White	15.4%*	48.6% Medium	53.2% Medium
	Socioeconomically Disadvantaged	6.8% Very Low	38% Medium	35.4% Medium

College/career readiness is another area of focus for SCS. In order to increase the college/career readiness of SCS graduates, SCS has taken several steps. An academic adviser was hired to counsel and support high school students with a focus on improving a-g eligibility rates and supporting students to meet the SCS requirement to take community college classes while in high school. Academic support in math was described earlier in this section and as high school math achievement improves so will student performance on CCI. In addition, Element A of this Petition outlines SCS' instructional program and supports in place for students achieving below grade level, including those who may need additional support to achieve college/career readiness.

2023 Subgroup Performance Comparison: Chronic Absenteeism

Indicator	Subgroup	SCS
Chronic Absenteeism (academic engagement)	Schoolwide	1.6%, Green
	Hispanic	2.2%, Green
	White	0%, Blue
	Socioeconomically Disadvantaged	2.1%, Green

	Students with Disabilities	**0%***

As demonstrated above, SCS achieved strong results for chronic absenteeism, including a green result schoolwide and green or blue for all significant subgroups. In addition, two subgroups achieved a rate of 0%.

2023 Subgroup Performance Comparison: Suspension Rate

Indicator	Subgroup	SCS
Suspension (Conditions and Climate)	Schoolwide	0%, Blue
	African American	0%*
	American Indian	0%*
	Asian	0%*
	Hispanic	0%, Blue
	White	0%, Blue
	Two or More Races	0%*
	English Learners	0%*
	Socioeconomically Disadvantaged	0%, Blue
	Students with Disabilities	0%, Blue

Similar to Chronic Absenteeism, SCS achieved strong results for suspension. Every student subgroup with data, meaning more than ten students, had a rate of zero percent and all numerically significant subgroups achieved a Blue performance level. Because suspension applies to all students enrolled, grades K-12, there are some subgroups that only achieve the threshold of eleven or more eligible students for this indicator.

2018, 2019, 2022 and 2023 Dashboard Local Indicators

Local Indicator	2018	2019	2022	2023
Basics: Teachers, Instructional Materials, Facilities	Standard Met	Standard Met	Standard Met	Standard Met
Implementation of Academic Standards	Standard Met	Standard Met	Standard Met	Standard Met
Parent and Family Engagement	Standard Met	Standard Met	Standard Met	Standard Met
Local Climate Survey	Standard Met	Standard Met	Standard Met	Standard Met

Access to a Broad Course of Study	**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 four years that local indicators were reported on the Dashboard.

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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, Sierra Charter School meets this renewal criterion and has earned a five-year renewal term.**

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students 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).

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

Mission

The mission of Sierra Charter School is:

> *To offer the choice of a personalized learning program which provides flexibility and support for students to reach their maximum potential in a safe environment*

Through personalized learning SCS has designed an educational model that offers choice and flexibility by utilizing independent study, classroom instruction, performance-based learning, online instruction, hands-on labs, tutoring and community partners.

While the goal is to have all students become self-motivated, competent, life-long learners, SCS recognizes not all students achieve the same level of understanding in the same amount of time, nor learn by the same teaching method. Therefore, it is the Charter School's aim to present a variety of innovative programs/services designed to meet the various needs of the students. Some of these programs/services are:

- University of California a-g approved courses
- 2-4 hour on-site, in-person Literacy and Math classes at all grades
- On-site, in-person American Sign Language I & II classes
- Study Hall & Intervention Sessions
- Homework assistance in all subjects and all grades
- Biology, Chemistry, Environmental Science and Physics Hands-on Science Labs

Educational Philosophy, Whom the School is Attempting to Educate

Sierra Charter School shall serve all students residing in Fresno and contiguous counties who wish to attend in grades K-12 subject only to capacity, minimum and maximum age limitations, and any other requirements of Education Code Section 51745.

All types of students can be successful in Sierra Charter School's personalized learning program, from those who are labeled as "at promise" based upon socio-economic status, or prior academic history, to those who are achieving above grade level. SCS also enrolls older students who need to work or care for family members, students from families who travel, and students from families who prefer to play a greater role in their child's education.

The students come to Sierra Charter School for many reasons; through referrals from other schools, parents looking for an environment that is safe, parents wanting more involvement in their child's education, students needing to catch up on credits, many of whom then return to their school of residence, and students who are failing in the traditional education setting or who experience challenges with in-person settings.

Student Population Breakdown

Sierra Charter School attracts a diverse student population from throughout the Central Valley, as shown below.

2023-24 demographics for Sierra Charter School vs. FUSD, Fresno County, CA

2023-24, SCS vs. District, County, State				
	SCS	FUSD	County	State
African American	2.2%	7.6%	4.5%	4.9%
American Indian/Alaskan Native	2.5%	0.7%	0.6%	0.4%
Asian	1.9%	10.6%	9.9%	9.9%
Filipino	0%	0.3%	0.7%	2.2%
Hispanic/Latino	73.5%	69.5%	66.8%	56.1%
Pacific Islander	0%	0.5%	0.3%	0.4%
White	17.7%	7.8%	14.0%	20.3%
2 or More Races	2.2%	3.1%	2.8%	4.6%
Reclassified Fluent English Proficient	15.5%	13.3%	14.2%	15.8%
English Learner	6.9%	20.1%	18.3%	18.4%
Foster Youth	0.6%	1.0%	0.7%	0.5%
Homeless Youth	0.6%	0.8%	1.1%	3.6%
Students with Disabilities	12.2%	13.5%	11.6%	13.7%
Socioeconomically Disadvantaged	63.8%	87.2%	76.2%	62.7%
Total	362	71,480	206,025	5,837,690

Planned Enrollment

Grade Span	2025-26	2026-27	2027-28	2028-29
K-3	34	34	37	37
4-6	36	36	38	38
7-8	97	98	101	104
9-12	228	250	260	261
Total	**395**	**418**	**436**	**440**

Community Interest

Prior to opening the Charter School, SCS' founders determined there was a need for an innovative, alternative education model school in the Fresno community. This need continues to this day. SCS enrolled over 360 students last school year, providing a valuable, caring learning environment for students and reassurances to their families.

SCS addresses multiple goals in the District's 2024 LCAP and will look for continued areas of alignment. Some of the District's current LCAP goals that SCS aligns to include: improve academic performance at challenging levels; expand student-centered and real-world learning experiences; Increase student engagement in their school and community, and; Increase inclusive opportunities for families to engage in their student's education.

As the Charter School enters its new term serving students and families, there continues to be a need for innovative, alternative schools centered on preparing students to reach their maximum potential in a safe learning environment. SCS is honored to be one of many schools across the District and Sacramento meeting this need.

What it means to be an "Educated Person" in the 21st Century

An educated person in the 21st century at Sierra Charter School exhibits the following capabilities:

- Strong skills in Literacy, Math and Technology
- Responsible choices in personal accountability
- Attain a high school diploma
- College/career readiness

How Learning Best Occurs

SCS believes it is a commitment of all stakeholders (staff, parents, students and community members) to be involved in the learning process with each stakeholder assigned specific responsibilities.

Sierra Charter School does not provide a traditional, classroom-based learning environment where all students learn the same thing at the same time according to the learning pace established by the teacher.

This is why personalized learning is so important. It gives ownership of learning back to the student at a pace appropriate for them. When students fail to master their work they will have to relearn and try again. They will realize that failure is not a label but a process. The ability to be challenged and persist through failure is the most important thing schools can teach. Students will see THEIR progress is tied to THEIR learning, and not to anything else. Over the course of a grading period students do not receive failing grades because what is traditionally labeled failing in the moment simply means the student is not ready to move on.

Master Agreement

The basic document for apportionments based on independent study in place of school attendance is the independent study written agreement, often called a Master Agreement. The written agreement for independent study is any document that serves as authorization to substitute the student's performance, or study, for the student's presence in a classroom.

Master Agreements indicate all the parties involved (the student, their parent, the certificated teacher who is directly responsible for the student, and the certificated employee designated as having responsibility for the special education programming of the student) agree that independent study will be the delivery system used for the student's education for a specific period. The master agreement must include all the components required by Education Code Section 51747(c) and the California Code of Regulations, Title 5, Section 11702, to be valid. A Master Agreement is valid for a school year and must be updated if the student's course schedule changes.

Attendance Credit

The Charter School has created year-long assignments for every course offered at each grade level. A student is typically allotted a week's worth of assignments at a time for each subject in the form of a contemporaneous record. The amount of assigned work corresponds to the instructional minutes for that student's grade level, which should be the approximate time it would take the student to complete the assignments. When the student returns their completed assignments, the teacher determines the "time-value" of

the completed work so that daily attendance may be earned. The teacher also records participation in synchronous instruction and live interaction, as required by grade level.

A Homework Notification letter is sent out to the parents of students who are past due on their assignments. If the teacher can't contact the home or has not been notified of the missed assignment, an Attendance Notification letter is sent. If there is no response, or if the assignments are not completed, the school counselor makes the final attempt to contact the student/family within one to two days before a letter is sent to inform them that they are not adhering to the conditions of the Master Agreement contract. This procedure is documented in detail in SCS' Board Policy 0001, which may be revised from time to time, upon approval by the SCS Board.

Weekly Meeting, In-Person Learning

Though the law and the California Department of Education identify Sierra Charter School as a non-classroom-based charter school, the Charter School operates with a hybrid model, combining in-person and independent learning experiences. Each grade level group has certain requirements depending on the student's grade and courses.

- Students in grade K-6 and their parents/guardians will meet with their teacher of record at a designated time each week to review all assignments. Language Arts, Writing and Math assessments will take place at these meetings.

- Students in grades 7-12, are required to attend English, Math and, if applicable, Science, one to two days per week on campus for on-site classes, labs and tutorial.

- Support classes will be required two hours a week for students in grades 9-12.

- Math Intervention will be required for two hours a week for students in grades 9-12 who are credit deficient.

- Students may be required to remain on campus the day of their classes, or attend an additional day for study hall, if assignments are not completed.

- Synchronous instruction and live interaction shall be offered as required by Education Code Section 51747(e).

Curriculum

The Charter School's curriculum is aligned with the Common Core State Standards ("CCSS"), the Next Generation Science Standards ("NGSS"), the History-Social Science Framework, the English Language Development Standards ("ELD"), and remaining State Content Standards (collectively, "State Standards"),

SCS undertook a challenge and designed its own curriculum in Literacy and Math for grades K-12 and in science and social science in grades 7-12. Time for Learning is the

curriculum used for K-6 science and social studies. Major standards were identified at all grade levels and units of study were created for each quarter (K-8) or for each earned credit (9-12). Formative and summative assessments were also created to assess the mastery of concepts at the depth of knowledge level required.

Technology and Instructional Materials

Technology plays a critical role at SCS. Sierra Charter is a one-to-one school, meaning that at any time of the day there is a desktop or Chromebook available for every student to use as needed. Smartboards are in every classroom which enables teachers to use online tools for daily instruction, as well as access the Internet for research and links to resources. Presenters and cameras are also provided to assist the staff in classroom instruction. Google Classroom is used in middle and high school as a form of assigning and retrieving student work. This allows teachers to evaluate student's work before class and determine the student's next assignment. Parents are alerted if students don't show up for class or if they need to stay after and complete missing assignments by attending Intervention Sessions or study hall.

All instructional staff have access to wifi enabled tablets provided by Sierra Charter School. The tablets are a resource for the teachers to develop curriculum and research new ideas for classroom instruction.

Scores from state tests and in-house assessments can also be retrieved, which enable teachers to better assess student's progress and then assist the teacher in generating future assignments and necessary interventions.

Staff Development

SCS has various structures in place for staff professional development with a majority of the time allocated for supporting teachers to grow and improve in their practice. Currently SCS brings teachers in for one week each summer, prior to the beginning of school. During the school year there are six full days dedicated to professional development as these are non-student days. In addition, each week teachers collaborate on Monday afternoons for one hour. Finally, teachers have one week after the conclusion of the school year for curriculum planning.

SCS also employs instructional aides and tutors to support students. Similar to teachers, instructional aides and tutors participate in professional development and professional collaboratives throughout the entire school year.

The administrative team at SCS determines the activities and areas of focus for professional development time, in consultation with instructional staff, and based on the most current data available. Some examples of recent training staff have received includes, but is not limited to: i-Ready assessments; cooperative learning strategies focused on instruction and classroom management; FCSS sessions on ELA and math with a specific focus on SBAC, instructional strategies, and classroom management

(these FCSS sessions are complimented by the math support described earlier in this Petition). SCS will continue to adjust its professional development structures and offerings based on student and staff needs.

School Climate

SCS also conducts annual parent and student satisfaction surveys. The data yielded from these surveys are considered when determining next steps for ongoing school improvement.

In response to parent and student feedback, some activities have been implemented such as: Open House in April; a College/Career Fair in March; a student leadership club; and, student internships within the community. Student requests for on-site math and literacy classes have resulted in these offerings now being in place.

Transferability of Courses

In the 2023-24 school year, SCS earned a six-year accreditation from WASC, through the 2029-30 school year. WASC accreditation, among other benefits, certifies the transferability of SCS' coursework to other public and private high schools. SCS clearly communicates this information with students and families during the recruitment and orientation process.

Parents shall be notified of the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements through the annual parent/student handbook, and annually during parent/student orientation meetings.

Counseling

The counselor assists high school students in staying in school, setting goals and exploring postsecondary education and career choices. The counselor is a support to teachers when a student's academic concerns require extra attention. The counselor helps students and their families find community resources to address needs in their personal life, which have an effect on academic performance.

Sierra Charter School sees the benefit of maintaining the same student population from year to year, as it takes time to master the process and procedures of a personalized learning program, and allows teachers to have a true impact on student learning. While SCS is a K-12 program, where academic needs can be met for all thirteen years, some students may only need to enroll in SCS for a short time. The counselor works carefully to keep students on track for high school graduation, but also considers the students' long-term goals so they are successful wherever they find themselves in the future.

Another objective of the counselor has been to counsel students to set post-high school graduation goals. In addition to the counselor, SCS' Program Specialist advises Special Education students and staff.

The main function of these two positions is to ensure student success through achieving grade level requirements, attaining promotion to the next grade, earning a high school diploma and attending college or entering the workforce. The counselor and Program Specialist also meet with prospective new students and families regarding the Charter School and its requirements.

Post-High School Training

Sierra Charter School is committed to educating tomorrow's leaders. The following strategies are implemented to ensure appropriate preparation for post-high school options:

- Eighth grade students attend a "Transition to High School" workshop to learn how to maximize their time in high school and prepare early for college and career goals.
- High school students are given the opportunity to take a-g courses so they are eligible to explore many post-secondary options.
- Eligible juniors and seniors may take courses at local community colleges and earn college credit while in high school.
- SCS hosts a financial aid workshop to show students it's possible to pursue post-high school education, whether it is at a junior college ("JC"), California State University ("CSU"), University of California ("UC"), Trade or vocational school.
- SCS works with Fresno City College ("FCC") and TRIO[1] to support students with access to financial aid, including FAFSA applications.
- SCS hosts a College and Career Fair for grades 7-12 to expose students to higher education options and to encourage early planning.
- Representatives from colleges and trade schools are invited to the campus to hold presentations for students and reinforce the need for further education.
- College campus tours are scheduled to expose students to institutions of higher learning and assist them in narrowing down their choices.
- SCS has partnered with the Valley Dream Center to provide them with SCS students as interns who assist all departments in need while earning elective credits and work experience.

[1] The Federal TRIO Programs are Federal outreach and student services programs designed to identify and provide services for individuals from disadvantaged backgrounds.

- Students are supported to create an account on californiacolleges.edu to complete self-assessment surveys and begin exploring post-secondary options.

- The 12th grade curriculum has included a year-long unit of study on Personal Finance and Life Skills.

- High school students meet with the counselor individually to review graduation requirements, discuss post-high school plans, and obtain information regarding college entrance and career choices.

- Fresno County Office of Education College Night is an annual event for students to meet with representatives from JCs, CSUs, UCs, trade schools, vocational programs, and the military. Students learn about entrance requirements, cost, and placement tests.

- High school students receive grade level appropriate advice on meeting a-g requirements and other post-secondary options.

- High school students are encouraged to attend the Spring Showcase at FCC to gain exposure to campus life, activities and academic programs. Extra credit can be earned for attending such an event, or similar opportunities.

Plan for Students Who are Achieving below Grade Level

SCS knows not all students will experience success in the same time frame or at the same level. The Charter School has designed several support opportunities for students who may fall behind or demonstrate they are achieving below grade level. These strategies vary in their intensity and in the required participation of students and families.

SCS anticipates students may fall behind and has proactively put in place several structures targeted at all students in the hopes of minimizing those who end up off track. As noted, SCS offers many in-person learning opportunities, including those that are required, which makes the Charter School's instructional delivery model a hybrid of independent study and traditional classroom learning. These in-person learning sessions were increased as a result of the Charter School responding to student performance. In-person classes are kept small with a low adult to student ratio. Currently, in-person classes are limited to twenty students and have two adults supporting the class.

In-person experiences are increased for students who are struggling. This includes study hall sessions, which allow students to catch up on work. Intervention sessions are also offered as in-person learning experiences for students who need additional instruction. One way students are identified for intervention sessions is by scoring below 70% on a summative assessment. These sessions can be in small group tutorials or individual tutoring based on students' needs.

Academic counseling is available to all students. These sessions can often emerge non-academic factors impacting student learning and these are also addressed, often by counselors. In addition to counseling, SCS offers individual mentoring for students to try and identify root causes of academic struggles and provide students a trusted adult to partner with for improvement. Mentoring is currently provided by Legacy Education.

For high school students who fall behind on credits and put their four-year graduation in jeopardy, summer school is offered so they can catch up on their coursework and get back on track for graduation.

Students who still need academic support after progressing through the support structures described above participate in the Student Success Plan process, described below. Some of the preliminary steps can be skipped based on staff discretion and the severity of student need.

For students showing academic struggles, SCS also engages families as part of the support provided. SCS has workshops focused on ensuring parents have access to resources they can use to monitor students progress like workshops on Google Classroom, SCS' student tracker, and the schoolwide communication tool, Parent Square. SCS also has workshops where students and parents work together to develop personalized plans and schedules that will aid in the student progressing academically.

Academic/Attendance Student Success Plan

Students may be placed on a Student Success Plan ("SSP") for not making appropriate progress or attendance. This plan is a collaboration between the counselor, teacher, student and parent to ensure all opportunities are given to help the student succeed. When the following actions are **not** happening, the teacher or counselor may initiate an SSP:

- Complete/submit required weekly assigned work
- Attend mandatory onsite classes
- Submit required assignments by deadlines
- Meet minimum requirements of the program as outlined in the Master Agreement

If the SSP is not adhered to the following steps will take place:

- Verbal Warning, which is documented
- Academic Probation contract (Written Warning)
- Involuntary Removal from SCS
    - In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after 3 missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the

requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein.
    - If a student disenrolls or is involuntarily removed from SCS, their district of residence is notified.
    - If a student is permitted to return to SCS on a probationary basis, a contract must be signed by the parent/guardian, student, and counselor or administrator.
    - If the contract is violated, the student may be involuntarily removed, per the procedures described above.

An Attendance/Homework Notification will be sent when one of the following occurs:

- The teacher can't contact the home to set up the initial appointment
- A class/lab/appointment is repeatedly missed and there has not been any communication from the home to the school
- Excessive absences

Plan for Students Who are Achieving Above Grade Level

There are many opportunities for students to be challenged academically if they show they are performing above grade level. This is typically shown via assessment results and can also be demonstrated with completed coursework and overall grades.

SCS implements mastery-based learning for all students, where students advance upon demonstrating proficiency, enabling faster progression through material as students demonstrate mastery. All students also have access to extracurricular opportunities so they can continue learning new skills. This includes an arts unlimited program and SCS' music program.

Beyond the opportunities above, which are available to all students, SCS' elementary, middle and high school programs all have opportunities for students achieving above grade level. Elementary students are provided activities with increased rigor. Middle school students can complete high school classes that will be on the student's transcript when they begin 9th grade.

Due to the nature of SCS' program, high school students can complete courses in less than a typical school year. This allows students to earn credits more rapidly than a seat-based program and students can potentially graduate early. High school students can also be eligible to take college classes at local community colleges. Additionally for high school students achieving above grade level, SCS develops individual growth plans for high-performing students that align with their interests and academic goals. Some of these interests have included: dual enrollment, online foreign language classes, and enrichment classes as electives, all of which contribute to a student's a-g eligibility.

Plan For English Learners

Overview

Sierra Charter School meets all applicable legal requirements for English Learners ("EL") as it pertains to annual notification to parents, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient status ("RFEP"), monitoring, evaluating program effectiveness, and standardized testing requirement. Sierra Charter School implements procedures to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

Sierra Charter School administers the home language survey ("HLS") as part of the student's initial enrollment in a California public school.

SCS staff review the results of the HLS to determine a student's status as either:

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 English Language Proficiency Assessments for California ("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"), SCS will honor the changes made.

If a student transfers to SCS 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, SCS will follow state protocol in notifying parents and coordinating for students to take the appropriate state assessments.

ELPAC

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

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; or
2. An Initially Fluent English Proficient ("IFEP")

Summative Assessment

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 during the school year.

SCS 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.

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument, such as the ELPAC.
- Participation of the student's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the student to evaluate the student's curriculum mastery and academic grades.
- Comparison of the student's performance on vocabulary and comprehension skills against an empirically established range by English proficient students of the same age that demonstrate to others the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.
- Parental opinion and consultation.

RFEP students are monitored for up to four years. A RFEP monitoring form is used to evaluate the student's progress every semester and placed in the student's file.

Placement of English Learners

1. Files and transcripts from the student's prior school, if applicable, are reviewed for ELPAC scores or RFEP status.
2. Prior year grades, ELPAC and assessment results are reviewed. English Proficient students and RFEP students are assigned to a regular education teacher and a letter is sent home and placed in students' files. RFEP students are monitored for up to four years by the EL teacher and monitored forms are placed in the students' files.

Procedures for English Learner Instruction and Intervention

1. English Learners are assigned to an EL teacher and classes are reviewed for proper placement so that Integrated and Designated English Language Development instructional requirements are being met.

2. English Learners in need of additional support have four (4) hours of weekly Designated ELD small class instruction with their assigned EL teacher as well as, as needed, modified curriculum, and EL tutorial services.

EL Support

The EL teacher reviews the student's scores for ELPAC and CAASPP (if applicable), as well as academic grades. Following this review the EL teacher meets with the student, and their parent/guardian, to determine proper placement. One placement option is to have the student in a Structured English Immersion ("SEI") classroom twice a week in two hour blocks, four hours total per week, where ELD services are provided via Designated ELD in a small group setting by the EL teacher. In the other placement, English Language Mainstream ("ELM") setting, the student is placed in the regular mainstream classroom and Integrated ELD instruction comes directly from the regular teacher along with extra support in the form of Designated ELD, as needed, from the EL instructional aide as well as tutoring time with the EL teacher of two (2) hours a week, or more if needed.

RFEP students are monitored for up to four years by the EL teacher and continuous communication is maintained with other teaching staff to ensure the success of the student. The EL teacher, parents/guardians and regular education teachers of RFEP students evaluate progress every semester to ensure students are progressing successfully and proper documentation is placed in the students' file. In an event a RFEP student is struggling, extra support, which is available to all students as described above in the section on students achieving below grade level, is available to ensure the student's success.

ELD Curriculum

Specific ELD curriculum has been purchased and utilized with all identified EL students. The textbooks, currently Edge from Cengage, identify the ELD standards being taught in each lesson and focus on reading, writing and English Language Arts.

As needed, ELs attend in-person classes and learning experiences more frequently and are encouraged to do so. ELs are provided, as needed, additional help by their teachers and the EL teacher based on the student's area(s) of need. Overall, EL students are able to attend more in-person instruction each week, based on need.

ELs placed with the EL teachers receive access to the core curriculum with the exception of Algebra and Science labs. If the EL students are enrolled in these classes, they attend with their non-EL peers. Due to the nature of both of these subjects being hands-on instruction, SDAIE instruction is implemented by the classroom teacher. EL support is then offered by the EL teacher if needed, or by an EL instructional aide. The EL teacher also provides instructional support for all other subjects. If ELs still need additional interventions, they are able to access the various grade level tutoring after ELD classes, EL tutoring in the EL classroom or one-on-one tutoring with grade level classroom teachers.

Serving Students With Disabilities

For purposes of special education, Sierra Charter School operates as a Local Education Agency and is a member of the El Dorado County Charter SELPA. The Charter School complies with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504, ADA and the IDEA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

SCS complies with all California laws pertaining to special education students. To the maximum extent appropriate, all students with disabilities are integrated into the general education programs, with the necessary materials, services, accommodations and/or modifications to support their learning. SCS ensures any student with a disability is properly identified, assessed and provided with necessary services and supports. SCS meets all the requirements mandated within a student's Individualized Education program ("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.

SCS 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. SCS 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 of the IDEA.

Services for Students Under IDEA

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

SCS 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.

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

Staffing

All special education services at the SCS will be delivered by individuals or agencies

qualified to provide special education services as required by the Education Code and the IDEA. SCS 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. SCS 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, SCS 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 reevaluation 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.

SCS 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

SCS shall have the responsibility to identify, locate, and evaluate students enrolled with known or suspected disabilities to determine whether a need for special education and related services exists. SCS will implement SELPA policies and procedures to ensure timely identification and referral of students with disabilities. A student shall be referred for a special education evaluation only after the resources of the regular education program have been considered, and, where appropriate, utilized.

SCS will follow SELPA child-find procedures to identify all students who may require an evaluation to consider eligibility for 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 with a web-based adaptive diagnostic assessment. Students may also be assessed by available data (i.e., teacher observations, student work samples, grades, etc.) regarding their progress or lack of progress within the general education program. Through collaboration between staff, parents and school leaders, SCS works to identify students who do not currently have an IEP but may be in need of pre-referral interventions. Staff convenes regularly to review all pre-referred students as well as student data across sub-groups and classrooms.

The referral process is a review of information related to students who are suspected of having disabilities and showing potential signs of needing special education and related services. Referrals for special education evaluation and eligibility may be submitted by the parent/student, any SCS staff, a community agency, court officers, or any individual with knowledge of a child who may have a disability or may need related services.

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 SCS teacher may also directly refer a student for formal assessment to see if they have a disability.

SCS may additionally determine to refer a student for an 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 provide notice for the necessary IEP meetings. IEP team membership shall be in compliance with State and Federal laws. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: an administrator or an administrative designee; the student’s special education teacher; the student’s general education teacher, and if the student does not have a general education teacher, the teacher with the most recent and complete knowledge of the child and who is qualified to teach a student of their age, and a parent or guardian. When appropriate, the IEP team may also include the student and other persons who possess expertise or knowledge necessary for the development of the IEP. The Charter School shall document the IEP meeting and provide notice of parental rights.

Development, Implementation, and Review of IEPs

SCS understands 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.

SCS 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-disabled 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.

SCS ensures all aspects of the IEP and school site implementation are maintained. SCS provides accommodations and modifications (as outlined within each individual’s IEP) in the general education environment taught by the general education teacher.

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.

Special Education Enrollment Process

Students with an Individual Education Program ("IEP") may, but are not required to, submit a copy of their most current IEP documentation along with other documents provided as part of enrolling. If the student/parent does not have a copy of the IEP, Sierra Charter School requests a copy from the student's prior school or school district.

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 their 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 SCS 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 a parent/guardian files a request for a due process hearing or request for mediation, SCS 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.

Special Education Instruction

Sierra Charter School complies with all state and federal laws related to the provision of special education instruction and related services, and all SELPA policies and procedures; and utilizes appropriate SELPA forms.

Students with IEPs are mainstreamed in the general education classes if appropriate. Teachers implement a wide range of accommodations and/or modifications in accordance with student IEPs. Students may receive direct Specialized Academic Instruction, Designated Instructional Services, and supplemental aids and support to meet their individual needs at SCS.

Students with IEPs, as well as EL students, have benefited from the implementation of the mastery program which allows them to be successful at their own pace. Having additional support in the form of support classes, as well as Intervention Sessions and study hall, provides additional opportunities for students to be successful.

Section 504 of the Rehabilitation Act

SCS recognizes its legal responsibility to ensure 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 SCS. 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, or their designee, and shall include the Principal (or their administrative 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 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, or their designee, 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 504 Plan, needed modifications to the 504 Plan, and continued eligibility.

504 Enrollment Process

Students with a current 504 may, but are not required to, submit a copy of their most current 504 Plan along with other documents provided as part of enrolling. If the student/parent does not have a copy of the 504 Plan, Sierra Charter School requests a copy from the student's prior school or school district.

ELEMENT B: MEASURABLE PUPIL OUTCOMES

Governing Law: "The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the 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).

Local Control and Accountability Plan and Alignment of Outcomes to 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, which address and align with the Eight State Priorities, as described in Education Code Section 52060(d), that apply for the grade levels served, can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of students attending the Charter School, including numerically significant student subgroups.

The metrics associated with the goals in the LCAP help the Charter School ensure specific subgroups are making satisfactory progress and are provided with necessary additional support made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available on the Charter School's website. A copy of the 2024-25 LCAP is also included in the Appendix.

The current 2024-2027 LCAP goals are listed below. These goals are both for all students (schoolwide) and for all significant subgroups:

Goal 1: Professional development will be provided yearly in the areas of teacher improvement, curriculum planning and analysis, resources and support.

Goal 2: Students will be provided with more academic support through one-on-one, small and large group instruction by certificated staff to increase pupil achievement outcomes.

Goal 3: Lower suspension rates and increase student enrollment, graduation rate and attendance in a safe environment.

Each goal includes metrics used to track progress towards achieving the LCAP goal. In addition to the goals and metrics, the LCAP includes actions that align to the metrics and

thus contribute to achieving the stated goals. The Charter School monitors both the input (action) listed in the LCAP and the effectiveness of this action. For students not making sufficient progress, a variety of supports are provided as outlined in Element A of this Petition.

In order to best serve students and the Charter School's community, Sierra Charter School will continue to examine and refine the list of student outcomes over time to reflect the Charter School's mission and any changes to state standards that may support this mission.

A new statewide three-year cycle for the LCAP begins with the 2024-25 school year and continues through 2026-27. The Charter School implemented its annual engagement cycle in the 2023-24 school year to finalize the 2024-2027 LCAP, and included necessary adjustments to the LCAP goals. All LCAP goals continue to align to the Eight State Priorities as applicable to a school serving students in grades K-12.

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 Petition through the annual LCAP update. The Charter School shall submit the LCAP to the District and FCSS annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall 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 Sierra Charter School Board of Directors' meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the Petition and shall be maintained by the Charter School.

ELEMENT C: METHODS OF MEASUREMENT

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

The following will be used to measure and assess student's progress in meeting the Charter School's goals. A variety of assessments and reports will be analyzed to determine whether students are making satisfactory progress.

Methods of Assessment

A. *Mandated Assessments*

As required by law, students at the Charter School participate in the CAASPP, California Science Test ("CAST"), ELPAC, the Physical Fitness Test ("PFT"), and all other mandated assessments. The Charter School complies with all State Standards and conducts the pupil assessments required pursuant to Education Code Section 60605 as well as other statewide standards authorized in statute or student assessments applicable to students in non-charter public schools.

The Charter School affirms the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on the school accountability report card ("SARC").

B. *School Accountability Report Card*

The annual SARC is developed and made available to parents and the community. This report is approved by the Sierra Charter School Governing Board on an annual basis and posted on the Charter School's website.

Summary of Methods of Measurement

The table below summarizes the methods for measuring pupil outcomes for state priorities, consistent with the way information is reported on the SARC.

Assessment	Purpose	Grade	Timeline/ Frequency	Expectation

ELPAC IA	The ELPAC IA is used to identify students as either an EL, or as fluent in English.	K-12, as prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.
ELPAC SA	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains.	K-12, every year until reclassified as fluent English proficient	Once a year	The results are used as one 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.
CAASPP	State criterion-based assessment in ELA	3-8, 11	Spring/ Once a year	
CAASPP	State criterion-based assessment in Math	3-8, 11	Spring/ Once a year	
CAST	State criterion-based assessment in Science	5, 8, once in high school	Spring/ Once a year	
PFT	State criterion-based assessment in Physical Fitness	5, 7, 9	Spring/ Once a year	Students demonstrate levels of health-related fitness

Internally created tests, performance tasks (presentations, papers, projects)	Measure standards mastery across all courses/subjects	K-12	Teacher and grade level determined	Students show mastery and proficiency in content knowledge.
Curriculum Based Assessments	Assess mastery of unit/lesson content	K-12	End of unit	Students show mastery and proficiency in content knowledge.
Let's Go Learn	External assessment tool	K-12	Multiple times each year	Students show growth in academic achievement.
i-Ready	State Board of Education-approved assessment for purposes of generating "verified data" measuring academic growth within each school year in ELA and math	K-12	Multiple times each year	On average, students will demonstrate one or more years of progress in ELA and math for each year of enrollment

Use and Reporting Of Data

Sierra Charter School uses Let's Go Learn to monitor and assess student's mastery of the State Standards. Each teacher is required to administer assessments in ELA and math to their students individually at the beginning of the year, or upon enrollment, and again in the Spring. The results from this online test are then viewed immediately by the teacher to determine a prescriptive plan, as well as teaching objectives. Administrators also review Let's Go Learn scores, as well as performance on other programs, to monitor total schoolwide student achievement and identify areas of need.

At the elementary level the teacher meets one-on-one with the parents/guardians to review pupil achievement data on an ongoing basis. The results are used to make specific

recommendations to each family to guide their instruction efforts to maximize educational improvements. At the middle school and high school grades, achievement data is used to drive classroom instruction and intervention strategies.

ELEMENT D: GOVERNANCE STRUCTURE

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

Nonprofit Public Benefit Corporation

While Sierra Charter School intends to continue collaborating and working cooperatively with the District, SCS operates as a separate legal entity, independent of the District. SCS operates as a duly constituted California nonprofit public benefit corporation, and is governed in accordance with applicable Corporations Code Sections and its adopted bylaws. As provided for in the Corporations Code, Sierra Charter School is governed by its Board of Directors ("Board"), whose members have a legal fiduciary responsibility for the well-being of Sierra Charter School. The Articles of Incorporation and Corporate Bylaws for Sierra Charter School are included in the Appendix.

Sierra Charter School and the Board comply with the California Public Records Act (Gov Code 7920.000 et seq.) and all Sierra Charter School officers, employees, Board Members and prospective Board Members comply with applicable conflict of interest laws, including the Political Reform Act (Gov Code 87100) and Government Code Section 1090, as set forth in Education Code Section 47604.1. The Board's adopted conflict of interest code is *available upon request.*

The Board currently meets a minimum of four times a year to review and act on its responsibilities. All Board meetings are conducted in accordance with and pursuant to the Brown Act and applicable open meeting laws, including Education Code Section 47604.1(c).

Board of Directors

Sierra Charter School is governed by the Board. The Chief Executive Officer ("CEO") of SCS currently serves as a member of the Board and recuses herself from any agenda items/votes that involve her employment relationship with the charter school. Board members are elected by vote of the majority of the members of the entire Board of Directors as described in the corporate Bylaws. Board members are selected, removed, and replaced in accordance with the corporate Bylaws. Currently the Bylaws dictate the Board shall be composed of three (3) to five (5) members, each of whom serve a term of six (6) years. Information about each current board member is in the Appendix.

In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, the Charter School may appoint an additional member to ensure that the Board is maintained with an odd number of directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors 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 Duties

The Board of Directors is responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Hire, supervise, evaluate and discipline, up to and including terminate, the CEO.
- Approve all contractual agreements over $200,000.00, excluding payroll taxes, retirement and health benefits, in accordance with the current fiscal policies of the Charter School, which may be updated from time to time.
- Approve and monitor the implementation of all Board policies.
- Approve and monitor the Charter School's annual budget and budget revisions.
- Act as a fiscal agent.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Approve the schedule of Board meetings.
- Participate in the dispute resolution procedure and complaint procedures when necessary.

The Board of Directors 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 the purposes for which schools are established.

All acts or decisions of the Board of Directors are by majority vote based upon the presence of a quorum. A majority of the voting directors then in office shall constitute a quorum. Should there be less than a quorum of the directors present at any meeting, the meeting shall be adjourned.

Sierra Charter School's Board of Directors receives professional development for the purposes of training individual board members on their responsibilities with topics to include at minimum ethics, conflicts of interest, the Brown Act, and SB 740 funding for non-classroom-based charter schools.

The Chief Executive Officer

The CEO is the leader of the Charter School. The CEO reports directly to the Board and is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The CEO is assigned to perform assigned tasks directed from the Board and is required to undertake some or all of the tasks detailed below, per the position's current job description. These tasks may include but are not limited to the following:

- Ensure Sierra Charter School enacts its mission
- Oversee school finances to ensure financial stability
- Employee hiring, promotion, discipline, and/or dismissal
- Communicate and report to the Board
- Ensure compliance with all applicable state and federal laws and help secure local grants
- Take steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board
- Complete and submit required documents as requested or required by the Petition and/or the Board and/or the District
- Identify the staffing needs of the Charter School and offer staff development as needed
- Maintain up-to-date financial records
- Ensure appropriate evaluation techniques are used for both students and staff
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables
- Ensure the security of the school buildings
- Promote the Charter School in the community, promote positive public relations and interact effectively with the media
- Attend District meetings as necessary and stay in direct contact with the District
- Provide all necessary financial reports as required for proper ADA reporting
- Present the annual fiscal audit to the Board and provide the audit to the District, the County Superintendent of Schools, the State Controller and the California Department of Education

Parent Involvement

Due to the nature of independent study, and a personalized learning program, parents have the opportunity to be involved in their child's daily learning. Many parents are on campus all day with their children in order for the student to take full advantage of all the activities and interventions offered. Sierra Charter School encourages and has an open invitation for parents and students to utilize the facilities and equipment (e.g. computer labs) at any time. The Charter School believes student learning is enhanced when all community stakeholders are supportive. If collective energies are focused on the student,improved student achievement will occur.

Parents also participate in school activities that engage them in the governance and direction of the Charter School. As stakeholders in such reports as the LCAP and WASC's self-study, parent input provides beneficial advice for the success of the Charter School. A parent club meets regularly to provide a forum to share ideas and strategies. Also the

annual open house encourages parents to attend and meet informally with administration and staff.

School Site Council

The Charter School currently has a School Site Council ("SSC"). The SSC meets to review and advise on Title I funding. Representatives from the students, parents, teachers and administrators participate on this committee. Sierra Charter School will attempt to recruit a parent representative of both an English Learner and a special education student to sit on the SSC. Copies of the School Site Council bylaws, agendas, and meeting minutes are *available upon request*.

English Learner Advisory Committee

When required based on total EL enrollment, SCS' English Learner Advisory Committee ("ELAC") helps school leadership evaluate programs and services for students who are EL and RFEP, including outreach practices and their efficacy in recruiting EL students. This group also 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. Parents or guardians of English Learners make up the same percentage (or more) of the ELAC membership as their children represent the student body. Parents and guardians of English Learners elect the parent members of ELAC.

ELEMENT E: EMPLOYEE QUALIFICATIONS

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

Assurance

In accordance with Education Code 47605(e)(1), the Charter School is and shall continue to be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) 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, sex, 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). 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 Charter School's 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).

Qualifications for Key Administrative Positions

All positions employed by Sierra Charter School have job descriptions that are *available upon request.* The job descriptions, and the qualifications for specific positions, are updated as needed by the Charter School and comply with legal requirements. The qualifications for SCS' key positions are included below:

- CEO
  - **Education:** Bachelor's degree from an accredited college or university.
  - **Credential:** Administrative Services Credential
  - **Experience:** Minimum of six years in an administrative or leadership position.

- Principal
  - **Education:** Bachelor's degree from an accredited college or university.
  - **Credential:** Administrative Services Credential
  - **Experience:** Minimum of three years in an administrative or leadership position.

- Business Director
  - **Education:** Bachelor's degree in accounting, business or related field with emphasis in school accounting, or equivalent relevant experience.
  - **Experience:** Six years of recent experience and training in financial management, including three years in school business management.

- Assessments and Technology Director
    - **Education:** Bachelor's degree from an accredited college or university.
    - **Experience:** Five years in a technical management position. Experience with Microsoft Office Suite.

- Program Specialist
    - **Experience:** Minimum of three years of elementary or secondary special education teaching experience.
    - **Credential:** Valid California teaching credential with authorization in special education; OR enrolled in a program to acquire a special education teaching credential.

Staff Selection Procedures

Sierra Charter School does not discriminate on the basis of gender, sex, race, ethnicity, national origin, religion, political beliefs, sexual orientation, disability, immigration status, residency and any other protected class established by state or federal law.

When a vacancy occurs, the current practice of SCS is as follows:

- Announce openings;
- Recruit applications; request resumes; and
- Interview and select candidates.

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. The Board may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations 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.

The Charter School will retain or employ teaching staff who hold appropriate CTC teaching certificates, permits, or other documents and have experience commensurate with the applicable job specification. The Charter School will require each teacher to have the Crosscultural, Language and Academic Development ("CLAD") qualifications, or similar, required by the CTC as part of their credential. Special Education teachers will be required to hold compliant credentials in Special Education.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

Governing Law: "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. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) 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).

In order to provide safety for all students and staff, Sierra Charter School has adopted and implemented health and safety policies and risk management procedures at the Charter School in consultation with its insurance carriers and risk management experts. Current Sierra Charter School health and safety policies are *available upon request.*
The following is a summary of the health and safety policies of Sierra Charter School.

Procedures for Background Checks

Employees and contractors of the Charter School 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. The Charter School will comply with all applicable state and federal laws regarding background checks and clearance of all personnel. All applicants for employment must submit fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Volunteers or contractors who will interact with students, outside of the immediate supervision and control of the student's parent/guardian or a Charter School employee, shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on student suicide prevention and, if necessary, update its policy, Pursuant to AB 58 (2021-22). The Charter School 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.

Role of Staff as Mandated Child Abuse Reporters

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

Drug, Alcohol, and Smoke Free Environment

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

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 or working with students, and for employees at least once every four years thereafter, as required by Education Code Section 49406.

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

The Charter School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School 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.

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 individuals, 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.

Vision, Hearing, and Scoliosis 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. The Charter School maintains records documenting student immunizations, health examinations, and health screenings.

Emergency Preparedness/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 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)-(L):

- 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 Sections 35291, 35291.5, and 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
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The 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 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 Principal and, if there is merit to the concern, the Principal shall direct the School Safety Plan to be modified accordingly.

Bloodborne Pathogens

The Charter School 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.

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

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school 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. The Charter School 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 the Charter School's anti-discrimination and anti-harassment policies. All supervisors are required to participate in regular training detailing their legal responsibilities.

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. The Charter School's sexual harassment policy is *available upon request.*

The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

California Healthy Youth Act

The Charter School shall teach sexual health education and HIV prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

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

1. A description of type 2 diabetes.

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

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

4. A description of treatments and prevention methods of type 2 diabetes.

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

Facility Safety

The Charter School 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. The Charter School's facilities comply with all applicable state building codes, federal Americans with Disabilities Act ("ADA") access requirements, and other applicable fire, health and

structural safety requirements. The Charter School maintains records documenting said compliance, and maintains on file a copy of all facility inspection records.

The Charter School 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. The Charter School shall conduct fire drills as required under Education Code Sections 32001.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Mental Health Information

The Charter School has created and posted a poster at the schoolsite 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 schoolsite. The poster is prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster is digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

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.

Gun Safety Notice

Each year at the beginning of the first semester the Charter School 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.

Homicide Threats

The Charter School 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.

Workplace Violence Prevention Plan

The Charter School has established, implemented, and maintains, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Menstrual Products

The Charter School shall 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. The Charter School 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, as specified. This notice shall include the text of Education Code 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. These products are also available in the nurse's office at the Charter School.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with 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 218.3.

School Meals

As applicable, SCS shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil'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.

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 schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use as required under Education Code Section 35292.5(b). 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.

Pregnant And Parenting Students

The Charter School shall provide an annual notice to students about their rights regarding pregnancy or when parenting in compliance with Education Code Sections 222.5 and 46015.

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.

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

Governing Law: "The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." Education Code Section 47605(c)(5)(G).

Sierra Charter School is open to all students. The goal of Sierra Charter School is to implement a recruitment strategy in the community in an attempt to achieve a balance among the student population which reflects the diversity of racial and ethnic students, special education students, and ELs, including redesignated ELs, found in the general population residing in the territorial jurisdiction of the District.

This is accomplished through an open enrollment policy and active recruitment activities. Recruitment and outreach includes but is not limited to the following:

- Word of mouth from existing students and parents
- Open house for new families, the community and any other interested persons
- Networking with other existing charters and non-charter schools
- Former students and staff
- SCS counselor networking with other counselors throughout Fresno County

ELEMENT H: ADMISSION POLICIES AND PROCEDURES

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

Legal Assurances

The Charter School will be non-sectarian in its programs, admission policies, and all other operations and will not charge tuition. The Charter School will admit all students residing in Fresno County or one of its contiguous counties (Madera, Merced, San Benito, Monterey, Inyo, Tulare, Kings) who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

Admission 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, unless required by Education Code Section 51747.3. If the number of students who wish to attend The Charter School exceeds the Charter School's capacity, admission to The Charter School, 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. The Charter School shall not charge an application fee, nor shall it charge tuition. The Charter School 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.

The Charter School 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.

The Charter School 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.

The Charter School 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.

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

Homeless and Foster Youth

The Charter School 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. The Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings that notifies parents that The Charter School is open to enroll and provide services for all students. The Charter School shall comply with all applicable provisions of Education Code Sections 48850 – 48859.

Family Educational Rights and Privacy Act

SCS, including its employees and officers, shall comply with FERPA and Education Code section 49060 *et seq.* at all times.

Enrollment

The application process consists of the following two steps.

1. Completion of an application that includes:
    - Student and Parent/Guardian contact information
    - Information to establish if the applicant qualifies for one or more admission preferences

2. After being offered admission, completion of an enrollment packet[2], which includes the following information:
    - Proof of age
    - Proof of Residency
    - Proof of Immunization
    - Home Language Surveys
    - Read & sign Student Internet Policy
    - Read & sign Student Cell Phone Policy
    - Free and Reduced Price Meal Application
    - Housing Questionnaire
    - Completion of Emergency Medical Information
    - Execution of a Master Agreement
    - View Student/Parent Handbook on the Charter School's website

3. Prior to the first day of attendance at SCS, the following must be provided:
    - Withdrawal form from current school (if applicable)

Public Random Drawing

Applications are accepted for new students during an open enrollment period each summer for admission in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than capacity. In the event this happens, the Charter School will hold a public random drawing ("lottery") to determine enrollment for the impacted grade levels. Existing students enrolled in Sierra Charter School are exempt from the public random lottery.

Admission preferences in the case of a public random drawing shall be in the following order:

1. Siblings of existing students and children of teaching staff
2. District residents
3. All other applicants

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. Public notice for the lottery will be distributed to families who have submitted applications and will be posted at the Charter School 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 the Charter School. The lottery will be held after school hours or in the evening. There is no requirement to attend the lottery to be accepted at SCS through the lottery.

The lottery will be conducted by the Principal, or by their designee. Representatives from

[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.

FUSD may attend the public random drawing, as may any member of the public, to observe the fairness and transparency of the lottery process.

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.

Parents are informed of lottery results in writing following the lottery. Each student offered admission is required to complete an enrollment packet in a timely manner. Failure to submit the packet may result in the student being placed on the waitlist if capacity is reached.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity are put on a wait list according to their draw in the lottery. This wait list allows students the option of enrollment in the case of an opening during the school year.

ELEMENT I: ANNUAL INDEPENDENT FINANCIAL AUDITS

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

An annual independent fiscal audit of the books and records of Sierra Charter School is conducted as required under Charter Schools Act, section 47605(b)(5)(I) and 47605(m). The books and records of Sierra Charter School are kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit employs generally accepted accounting procedures. The audit is conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's Guide.

The Charter School Board will select an independent auditor. The auditor has, at a minimum, a CPA and educational institution audit experience and is approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope is expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit is completed within six months of the close of the fiscal year and that a copy of the auditor's findings is forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year, or by the required date. SCS reviews any audit exceptions or deficiencies and reports to Sierra Charter Schools' Board of Directors with recommendations on how to resolve them. The Principal, or Business Director, submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies are referred to the dispute resolution process referenced in Element N of this Petition, unless the District identifies a different procedure in writing.

The independent fiscal audit of Sierra Charter School is a public record to be provided to the public upon request.

ELEMENT J: SUSPENSION AND EXPULSION PROCEDURES

Governing Law: "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 are 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)

Pupil Suspension and Expulsion Policy

In adopting Sierra Charter School's Suspension and Expulsion Policy ("Policy") the Charter School has reviewed *Education Code Section 48900 et seq.* which describes the offenses for which pupils at non charter public schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish the Charter School's list of offenses and procedures for suspensions and expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* and the Policy protects the due process rights of pupils during the suspension and expulsion process, and, as applicable, the legal rights of students with disabilities under the IDEA and Section 504.

This Policy has been established in order to promote learning and protect the safety and well-being of all pupils at the Charter School. When the Policy is violated, it may be necessary to suspend or expel a pupil from coming onto the Charter School's campus or attending synchronous classes virtually.

This Policy shall serve as Sierra Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the Petition so long as the amendments comport with legal requirements.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all pupils. This Policy is included as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any pupil. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a pupil. 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, pupils, staff or other persons or to prevent damage to school property.

Sierra Charter School administration shall ensure pupils and their parents/guardians[3] are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state the Policy is available on request at the Charter School's office.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its procedures, the term "parent/guardian" shall include these parties.

With the exception of homework during suspension, outlined below, suspended or expelled pupils are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The Charter School follows Section 504, the IDEA, and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance with due process to such students. Sierra Charter School shall notify the District of the suspension of any student identified under the IDEA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504.

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/guardian's 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. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Grounds for Suspension and Expulsion of Students

A pupil may be suspended or expelled for prohibited misconduct if the act is related to school activity occurring at the Charter School or at a school sponsored event at any time including but not limited to:

a) while on school grounds;
b) while going to or coming from school;
c) during the lunch period, whether on or off the school campus;
d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.
b. Willfully used force of violence upon the person of another, except self-defense.
c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e. Committed or attempted to commit robbery or extortion.
f. Caused or attempted to cause damage to school property or private property, 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 subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

p. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, 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 section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

s. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    a. "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.

b. "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:
        1. 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.
        2. 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.
        3. 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.
        1. 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.
        2. 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.

c. 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 pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a) and (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 school employee, with the Principal or designee's concurrence.

Non-Discretionary Suspension Offenses: Students MUST be suspended and recommended for expulsion when it is determined the pupil:

a. 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.
b. Brandished a knife at another person.
c. Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
d. Committed or attempted to commit a sexual assault as defined in 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 of 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 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 subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
p. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, 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 section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

r. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
s. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    a. "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.
    b. "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:
        iv. A message, text, sound, video, or image.
        v. A post on a social network Internet Web site including, but not limited to:
            1. 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.
            2. 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.

3. 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.

vi. An act of cyber sexual bullying.

1. 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.
2. 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.

c. 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 pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a) and (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 school employee, with the Principal or designee’s concurrence.

Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that 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 Principal’s 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.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or 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 “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

- 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.

Suspension Procedure

Suspensions are initiated according to the following procedures:

Conference

1. Suspensions are preceded, if possible, by a conference conducted by the Principal, or their designee, with the pupil and their parent(s) and, whenever practical, the teacher, supervisor or school employee who referred the pupil for the suspension. The conference may be omitted if the Principal, or designee, determines an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of pupils or school personnel.

If a pupil is suspended without this conference, both the parent/guardian and pupil are notified of the pupil's right to return to school for the purpose of a conference.
2. At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present their version and evidence in their defense.
3. This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.
4. No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

Notice to Parents/Guardians

1. At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the suspended pupil's parent/guardian by telephone or in person. Whenever a pupil is suspended, the parent/guardian is notified in writing of the suspension and the date of the pupil's return to school following suspension. This notice shall state the specific offense committed by the pupil. In addition, the notice may also state the date and time when the pupil may return to school. If 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/Recommendation for Placement/Expulsion

1. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.
2. If the Charter School is considering an extension of the suspension pending a recommendation for expulsion, the pupil and the pupil's parent/guardian, or representative, are invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination is made by the Principal, or designee, upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

Homework Assignments During Suspension

1. 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.

2. 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.

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Board following a hearing before it or by the Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three (3) members who are neither a teacher of the student or a member of the Charter School Board of Directors. Each 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 shall make the final determination.

Expulsion Procedures

Pupils recommended for expulsion are entitled to a hearing to determine whether the pupil 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 pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the pupil'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 pupil or the pupil'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 pupil's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Board or Administrative Panel may, upon a finding of good cause, determine the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil recommended for expulsion.

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 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 witness a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours they are normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the

presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the support person's (or persons') presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the support person to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising 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 hearing room during that testimony.
9. For charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary 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 and sworn declarations may be admitted as testimony from witnesses of whom the Board, or Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

Expulsion Decision

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

If the Administrative Panel decides not to recommend expulsion, or the Board 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 Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the pupil or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the pupil.
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.

The Principal, or designee, shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

a) The pupil’s name
b) The specific expellable offense committed by the pupil

Additionally, in accordance with Education Code Section 47605(e)(3), upon expulsion of any pupil, Sierra Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

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 District upon request.

No Right to Appeal

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

Expelled Pupils/Alternative Education

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

Readmission or Admission of 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, shall be in the sole discretion of the Board following a meeting with the Principal, or designee, and the pupil and pupil's parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding the determination of the Principal, or designee. The pupil's readmission is also contingent upon the Charter School's capacity at the time the pupil seeks readmission or admission to the Charter School.

Notice to Teachers

The Charter School 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.

Involuntary Removal for Unexcused Absences

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after 3 missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

Notification of SELPA

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

Services During Suspension

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

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/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 parent/guardian to determine:

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

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

Due Process Appeals

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.

Special Circumstances

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

The 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:

- Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- 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
- Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

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

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the

procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

- 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.
- The parent has requested an evaluation of the child.
- The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

ELEMENT K: STAFF RETIREMENT SYSTEMS

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

The Charter School's eligible credentialed staff contributes to the State Teachers' Retirement System ("STRS"). The Charter School is responsible for ensuring the appropriate arrangements for STRS coverage have been made and that reports are forwarded to the Fresno County Office of Education.

Non-certificated instructional support staff currently pays into the federal Social Security System and an optional 403(b).

Sierra Charter School informs all applicants for positions within Sierra Charter School of the retirement system options for employees of Sierra Charter School. Credentialed staff currently may also pay into an optional 403(b) but there is no current employer contribution for credentialed staff.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

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

ELEMENT M: EMPLOYEE RETURN RIGHTS

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

No public school district employee shall be required to work at the Charter School. Fresno Unified School District teachers and any other FUSD employees do not have any automatic or special employment rights with respect to Sierra Charter School, nor do Sierra Charter School employees have any automatic or special employment rights in FUSD. Any FUSD teacher or other employee who leaves the employment of FUSD to accept employment with Sierra Charter School will not have any automatic right to return to the District, other than those rights granted by the District.

All employees of the Charter School are considered the exclusive employees of the Charter School and are not employees of the District, unless otherwise mutually agreed in writing. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of the closure of the Charter School.

ELEMENT N: DISPUTE RESOLUTION

Governing Law: "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. Should a conflict or dispute arise between the District and the Charter School, the parties will endeavor to resolve the conflict or dispute through negotiations between each party's designated representative(s). The Charter School and the District agree to first frame the issue in a written format ("dispute statement") and to refer the issue to the District Superintendent and the Charter School CEO, or their respective designees. If the negotiations do not result in a resolution of the matter, then the parties may agree to resolve the dispute utilizing mediation prior to resorting to other legal remedies.

Notwithstanding anything in this Petition to the contrary, participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation. Disputes related to revocation of the Petition or acts or omissions of the Charter School that constitute grounds for revocation shall be handled pursuant to Education Code Section 47607.

The Board has adopted policies and processes for airing and resolving internal disputes, including disputes arising under this Petition. The governing board of the District agrees to refer all complaints regarding the Charter School's operations not related to a possible violation of the charter or law to SCS for resolution in accordance with the Charter School's adopted policies. Parents, students, board members, volunteers, and staff at SCS will be provided with a copy of the school's "Student/Parent Handbook," detailing policies and the dispute resolution process.

Uniform Complaint Policy and Internal Complaints

The Board has an updated Uniform Complaint Policy and procedure. This policy contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures ("UCP") complaint regarding an alleged violation by SCS of enumerated federal or state laws or regulations governing educational programs.

Complaints not subject to the UCP are processed through SCS' general complaint procedures or Title IX policy, as applicable.

All such internal policies are available upon request.

ELEMENT O: PROCEDURES FOR SCHOOL CLOSURE

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

School Closure Procedures

The following are closing procedures that abide by Education Code Section 47605(c)(5)(O), should Sierra Charter School close for any reason. The decision to close Sierra Charter School will be documented in a closure action taken by the Board. The closure action shall be deemed to have been automatically made when any of the following occurs: the Petition is revoked or not renewed by the FUSD Board of Education and all appeals are exhausted by the Charter School; or the Board votes to close Sierra Charter School. In the event of such a closure action, the following steps are to be implemented:

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

2. The Charter School will promptly issue written notification by registered mail to parents/guardians and students of Sierra Charter School, the District, the Fresno County Office of Education, the SELPA, the retirement systems in which the Charter School's employees participate (e.g., 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.

    a. Sierra Charter School will ensure the written notification to the parents/guardians and students of Sierra Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.

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

5. Sierra Charter School shall provide written notification to FUSD of the list of returning students and their home schools, to be made promptly upon the closure action.

6. Sierra Charter School shall allow the District access, inspection and copying of all school records, including financial and attendance records, upon written request by FUSD.

7. As applicable, Sierra Charter School will provide parents/guardians, students and the District with copies of all appropriate student records, including grade reports, discipline records, immunization records, completed coursework, and credits that meet graduation requirements, and will otherwise assist students in transferring to their next school. The process for transferring student records to the receiving schools shall be in accordance with FUSD procedures for students moving from one school to another. Sierra Charter School shall transfer student records to the receiving schools, within seven calendar days from when the receiving school requests them from the Charter School. Records of students who have not notified Sierra Charter School in writing of a receiving school will be provided to the student's district of residence based on the student's last known address. All transfers of student records will be made in compliance with FERPA.

8. Sierra Charter School will ask the District to store and maintain original records of Sierra Charter School students. All records of Sierra Charter School shall be transferred to the District upon Sierra Charter School's closure. If the District will not or cannot store the records, Sierra Charter School shall work with the Fresno County Office of Education to determine a suitable alternative location for storage.

9. 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.

10. As soon as reasonably practical, Sierra Charter School will prepare final financial records. Sierra Charter School will also have an independent audit completed within six months after Sierra Charter School's closure. Sierra Charter School will pay for the final audit. This final audit can also function as the annual audit. The audit will be prepared by a qualified Certified Public Accountant selected by Sierra Charter School. The audit will be conducted using Generally Accepted Accounting Principles. The audit 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 Sierra Charter School.

11. Sierra Charter School will complete and file any annual reports required pursuant to Education Code Section 47604.33.

12. On closure of Sierra Charter School, Sierra Charter School shall dispose of any and all net assets of Sierra Charter School remaining after all liabilities of Sierra Charter School have been paid or otherwise addressed in accordance with the provisions of this section. The disposition of Sierra Charter School's assets shall include, but not be limited by the following dispositions:

    a. All assets of Sierra Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Sierra Charter School, remain the sole property of Sierra Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation.

    b. Any liability or debt incurred by Sierra Charter School will be the responsibility of the Charter School and not the District. Sierra Charter School understands and acknowledges that Sierra Charter School will cover the outstanding debts or liabilities of Sierra Charter School. Sierra Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.

    c. Any assets originally acquired from the District, as well as District property, will be promptly returned upon Sierra Charter School's closure to the District.

    d. The 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.

    e. The return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

13. On closure, Sierra Charter School shall remain solely responsible for all liabilities arising from the operation of Sierra Charter School. The District shall not assume, in any way, responsibility or liability for any debts, obligations, or liabilities of Sierra Charter School, including, without limitation, liability for any and all claims, damages, losses, causes of action and demands, including reasonable attorneys' fees and costs, liability for claims of any employees for unpaid wages or other damages, "bridge" loans received by Sierra Charter School, liability for personal injury or property damage, or liability to any vendors, lessors, creditors, or parents.

14. As Sierra Charter School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Sierra Charter School, the Board will follow the procedures in the non-profit public benefit corporations bylaws and as 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.

15. For six calendar months from the closure action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Board will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the Charter School and student transfers.

16. This Element O, Procedures for School Closure, shall survive the revocation, expiration, termination, or cancellation of this Petition or any other act or event that would end Sierra Charter School's right to operate as a charter school or cause Sierra Charter School to cease operation. Sierra Charter School and the District agree that, due to the nature of the property and activities that are the subject of this Petition, the District and public shall suffer irreparable harm should Sierra Charter School breach any obligation under this Element O, Procedures for School Closure. The District, therefore, shall have the right to seek equitable relief to enforce any right to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District.

MISCELLANEOUS CHARTER PROVISIONS

Financial Planning, Reporting and 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).

See the Appendix for the required 2025-26 budget and multi-year financial projections.

Financial Reporting

Sierra Charter School provides reports to the District as follows, and shall provide additional fiscal reports as reasonably requested by the District:

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

2. By July 1, an annual update to the LCAP required pursuant to Education Code Section 47606.5.

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

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

5. 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.

Financial Attendance Accounting

Sierra Charter School maintains contemporaneous written records of enrollment and ADA and makes these available to the District for inspection or audit. Attendance reports, P-1, P-2, and Annual shall be submitted to the District by January 15, April 30, and June 30 respectively, each year.

Operational/Financial Policies

Sierra Charter School has operational and financial policies, procedures and internal controls for managing the financial operations that meet state laws, generally accepted practices and ethical standards.

Insurance

Sierra Charter School maintains its own insurance for general liability, directors and officers, professional liability, workers compensation and any other necessary insurance coverage to cover the operations of SCS. The amounts and types of insurance are determined by the level required for an enterprise of the Charter School's 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. Current documentation of insurance is *available upon request.*

Sierra Charter School agrees to indemnify, defend, and hold harmless the District for the actions of the Charter School 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.

Administrative Services

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

The Charter School provides or procures its own administrative services independent of the District, with the exception of services performed by the District in providing oversight to the Charter School as defined by Education Code Section 47604.32. The services Sierra Charter School provides or procures include financial management, personnel, instructional programs development, special education, testing, student information services, payroll, accounting, budget development, insurance, legal and other services.

Potential Civil Liability Effects

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

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

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

Further, the Charter School and the District shall enter into a memorandum of understanding ("MOU") which shall provide for indemnification of the District by the Charter School. The District shall be named an additional insured on the general liability insurance of the Charter School. The Charter School's insurance was described earlier in this section of the Petition.

Facilities

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

Sierra Charter School is currently located and plans to continue to utilize its facilities at 1931 N. Fine Ave, Fresno, California. As a non-classroom based program, Sierra will not seek facilities from FUSD, unless agreed upon and explained in detail in a MOU between the Charter School and the District.

These facilities shall meet the requirements of the Americans with Disabilities Act. The buildings shall receive local fire marshal approval, including fire and safety code requirements, and shall comply with all applicable State/County building codes. A copy of the lease is included in the Appendix.

Transportation

Except as required by an IEP under the IDEA, or as otherwise required by law, Sierra Charter School does provide for the transportation of students to and from school. The Charter School, which is located within walking distance from one of the City of Fresno's main public transportation routes, provides bus passes to students as needed.

STUDENTS WITH DISABILITIES - DUPLICATED INFORMATION

Per District request, information regarding students with disabilities located in Element A is duplicated here.

Serving Students With Disabilities

For purposes of special education, Sierra Charter School operates as a Local Education Agency and is a member of the El Dorado County Charter SELPA. The Charter School complies with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504, ADA and the IDEA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

SCS complies with all California laws pertaining to special education students. To the maximum extent appropriate, all students with disabilities are integrated into the general education programs, with the necessary materials, services, accommodations and/or modifications to support their learning. SCS ensures any student with a disability is properly identified, assessed and provided with necessary services and supports. SCS meets all the requirements mandated within a student's Individualized Education program ("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.

SCS 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. SCS 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 of the IDEA.

Services for Students Under IDEA

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

SCS 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.

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

Staffing

All special education services at the SCS will be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. SCS 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. SCS 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, SCS 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 reevaluation 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.

SCS 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

SCS shall have the responsibility to identify, locate, and evaluate students enrolled with known or suspected disabilities to determine whether a need for special education and related services exists. SCS will implement SELPA policies and procedures to ensure timely identification and referral of students with disabilities. A student shall be referred for a special education evaluation only after the resources of the regular education program have been considered, and, where appropriate, utilized.

SCS will follow SELPA child-find procedures to identify all students who may require an evaluation to consider eligibility for 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 with a web-based adaptive diagnostic assessment. Students may also be assessed by available data (i.e., teacher observations, student work samples, grades, etc.) regarding their progress or lack of progress within the general education program. Through collaboration between staff, parents and school leaders, SCS works to identify students who do not currently have an IEP but may be in need of pre-referral interventions. Staff convenes regularly to review all pre-referred students as well as student data across sub-groups and classrooms.

The referral process is a review of information related to students who are suspected of having disabilities and showing potential signs of needing special education and related services. Referrals for special education evaluation and eligibility may be submitted by the parent/student, any SCS staff, a community agency, court officers, or any individual with knowledge of a child who may have a disability or may need related services.

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 SCS teacher may also directly refer a student for formal assessment to see if they have a disability.

SCS may additionally determine to refer a student for an 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 provide notice for the necessary IEP meetings. IEP team membership shall be in compliance with State and Federal laws. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: an administrator or an administrative designee; the student's special education teacher; the student's general education teacher, and if the student does not have a general education teacher, the teacher with the most recent and complete knowledge of the child and who is qualified to teach a student of their age, and a parent or guardian. When appropriate, the IEP team may also include the student and other persons who possess expertise or knowledge necessary for the development of the IEP. The Charter School shall document the IEP meeting and provide notice of parental rights.

Development, Implementation, and Review of IEPs

SCS understands 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.

SCS 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-disabled 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.

SCS ensures all aspects of the IEP and school site implementation are maintained. SCS provides accommodations and modifications (as outlined within each individual's IEP) in the general education environment taught by the general education teacher.

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.

Special Education Enrollment Process

Students with an Individual Education Program ("IEP") may, but are not required to, submit a copy of their most current IEP documentation along with other documents provided as part of enrolling. If the student/parent does not have a copy of the IEP, Sierra Charter School requests a copy from the student's prior school or school district.

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 their 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 SCS 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 a parent/guardian files a request for a due process hearing or request for mediation, SCS 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.

Special Education Instruction

Sierra Charter School complies with all state and federal laws related to the provision of special education instruction and related services, and all SELPA policies and procedures; and utilizes appropriate SELPA forms.

Students with IEPs are mainstreamed in the general education classes if appropriate. Teachers implement a wide range of accommodations and/or modifications in accordance with student IEPs. Students may receive direct Specialized Academic Instruction, Designated Instructional Services, and supplemental aids and support to meet their individual needs at SCS.

Students with IEPs, as well as EL students, have benefited from the implementation of the mastery program which allows them to be successful at their own pace. Having additional support in the form of support classes, as well as Intervention Sessions and study hall, provides additional opportunities for students to be successful.

Section 504 of the Rehabilitation Act

SCS recognizes its legal responsibility to ensure 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 SCS. 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, or their designee, and shall include the Principal (or their administrative 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 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, or their designee, 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 504 Plan, needed modifications to the 504 Plan, and continued eligibility.

504 Enrollment Process

Students with a current 504 may, but are not required to, submit a copy of their most current 504 Plan along with other documents provided as part of enrolling. If the student/parent does not have a copy of the 504 Plan, Sierra Charter School requests a copy from the student's prior school or school district.

CONCLUSION

By approving this charter renewal petition and a new charter term, 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.

Sierra Charter School 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.

SIERRA CHARTER SCHOOL
RENEWAL PETITION APPENDICES

For the term: July 1, 2025 to June 30, 2030

Submission Approved by Sierra Charter School's Board of Directors on December 12, 2024

Submitted to:
Fresno Unified School District
Date Submitted: December 2, 2024

Sierra Charter School
Multi-Year Projections

Description	Object Code	Totals for 2024/25	Totals for 2025/26	Totals for 2026/27	Totals for 2027/28	Totals for 2028/29
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	4,119,072.00	4,209,832.00	4,582,990.00	4,976,805.00	5,200,540.00
Education Protection Account State Aid - Current Year	8012	662,532.00	705,151.00	769,194.00	828,794.00	863,914.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	436,282.51	451,129.82	477,398.13	497,955.95	502,524.35
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		5,217,886.51	5,366,112.82	5,829,582.13	6,303,554.95	6,566,978.35
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	119,168.00	122,659.62	126,437.54	130,609.98	134,907.05
Special Education - Federal	8181, 8182	52,410.40	54,194.00	57,349.60	59,819.20	60,368.00
Child Nutrition - Federal	8220	0.00	0.00	0.00	0.00	0.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00	0.00	0.00
Total, Federal Revenues		171,578.40	176,853.62	183,787.14	190,429.18	195,275.05
3. Other State Revenues						
Special Education - State	StateRevSE	316,334.20	327,099.50	346,145.80	361,051.60	364,364.00
All Other State Revenues	StateRevAO	174,251.42	179,212.03	166,735.77	173,228.63	176,405.28
Total, Federal Revenues		490,585.62	506,311.53	512,881.57	534,280.23	540,769.28
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	7,200.00	7,410.96	7,639.22	7,891.31	8,150.94
Total, Local Revenues		7,200.00	7,410.96	7,639.22	7,891.31	8,150.94
5. TOTAL REVENUES		**5,887,250.53**	**6,056,688.93**	**6,533,890.06**	**7,036,155.67**	**7,311,173.62**
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,902,993.75	1,958,751.47	2,019,081.01	2,158,748.99	2,229,771.83
Certificated Pupil Support Salaries	1200	178,182.25	183,402.99	189,051.80	195,290.51	201,715.57
Certificated Supervisors' and Administrators' Salaries	1300	138,925.00	142,995.50	147,399.76	152,263.96	157,273.44
Other Certificated Salaries	1900	230,263.75	237,010.48	244,310.40	252,372.64	260,675.70
Total, Certificated Salaries		2,450,364.75	2,522,160.44	2,599,842.98	2,758,676.10	2,849,436.54
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	202,857.00	208,800.71	215,231.77	222,334.42	229,649.22
Non-certificated Support Salaries	2200	213,757.50	220,020.59	226,797.23	234,281.54	241,989.40
Non-certificated Supervisors' and Administrators' Sal.	2300	342,210.00	352,236.75	363,085.64	375,067.47	387,407.19
Clerical and Office Salaries	2400	84,762.00	87,245.53	89,932.69	92,900.47	95,956.89
Other Non-certificated Salaries	2900	0.00	0.00	0.00	0.00	0.00
Total, Non-certificated Salaries		843,586.50	868,303.58	895,047.33	924,583.90	955,002.71
3. Employee Benefits						
STRS	3101-3102	463,244.67	481,732.64	496,570.01	526,907.13	544,242.38
PERS	3201-3202	0.00	-	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	98,651.06	102,996.55	106,168.84	110,731.47	114,374.54
Health and Welfare Benefits	3401-3402	577,998.98	635,798.88	699,378.77	769,316.64	846,248.31
Unemployment Insurance	3501-3502	1,646.98	1,695.23	1,747.45	1,805.11	1,864.50
Workers' Compensation Insurance	3601-3602	20,518.02	21,119.20	21,769.67	22,488.07	23,227.93
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	100,329.24	103,268.88	106,449.56	109,728.21	113,107.84
Total, Employee Benefits		1,262,388.94	1,346,611.39	1,432,084.30	1,540,976.64	1,643,065.49
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	9,946.59	5,238.03	5,399.36	5,577.54	5,761.04
Books and Other Reference Materials	4200	676.49	696.31	717.76	741.44	765.83
Materials and Supplies	4300	62,974.00	64,819.14	62,815.57	64,888.48	67,023.31
Noncapitalized Equipment	4400	169,476.49	174,442.15	176,714.97	182,546.56	188,552.35
Food	4700	22,140.20	22,788.91	23,490.81	24,266.00	25,064.35
Total, Books and Supplies		265,213.77	267,984.53	269,138.46	278,020.03	287,166.88
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	49,911.90	58,078.32	59,867.13	61,842.75	63,877.37
Dues and Memberships	5300	10,420.00	10,725.31	11,055.65	11,420.48	11,796.22
Insurance	5400	51,224.00	52,724.86	54,348.79	56,142.30	57,989.38
Operations and Housekeeping Services	5500	82,937.28	85,367.34	87,996.66	90,900.55	93,891.17
Rentals, Leases, Repairs, and Noncap. Improvements	5600	436,010.86	448,785.98	462,608.59	477,874.67	493,596.75
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	610,100.87	540,849.65	561,226.95	583,144.40	603,409.72
Communications	5900	69,215.30	71,243.31	73,437.60	75,861.04	78,356.87
Total, Services and Other Operating Expenditures		1,309,820.21	1,267,774.76	1,310,541.36	1,357,186.19	1,402,917.48
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Depreciation Expense (for accrual basis only)	*6900*	49,000.00	30,000.00	15,000.00	10,000.00	0.00
Total, Capital Outlay		49,000.00	30,000.00	15,000.00	10,000.00	0.00

Description	Object Code	Totals for 2024/25	Totals for 2025/26	Totals for 2026/27	Totals for 2027/28	Totals for 2028/29
7. Other Outgo						
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
8. TOTAL EXPENDITURES		**6,180,374.16**	**6,302,834.70**	**6,521,654.43**	**6,869,442.85**	**7,137,589.10**
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)	***Reason for Deficit***	**(293,123.63)**	**(246,145.78)**	**12,235.64**	**166,712.82**	**173,584.52**
Expenditures included in the budget:	*Ed Effectiveness*	*$ 25,622.00*	*$ 15,902.36*			
	Arts & Music Discre	*$ 48,262.00*	*$ 127,730.55*			
	A-G Access/Success	*$ 43,378.00*	*$ 31,622.00*			
	A-G Learning Loss	*$ 25,659.53*	*$ 21,240.91*			
	Learning Recovery	*$ 207,679.97*				
	Ethnic Studies		*$ 5,011.00*			
	CA Clean Energy		*$ 8,435.04*			
Revenue recognized in prior years:		*$ 350,601.50*	*$ 209,941.86*			
	Excess/Deficiency	***$ 57,477.87***	***$ (36,203.92)***			
D. OTHER FINANCING SOURCES / USES						
4. TOTAL OTHER FINANCING SOURCES / USES		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		**(293,123.63)**	**(246,145.78)**	**12,235.64**	**166,712.82**	**173,584.52**
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	4,075,928.44	3,782,804.81	3,536,659.03	3,548,894.67	3,715,607.48
b. Adjustments/Restatements	9793, 9795	0.00				
c. Adjusted Beginning Balance		4,075,928.44	3,782,804.81	3,536,659.03	3,548,894.67	3,715,607.48
2. Ending Fund Balance, June 30 (E + F.1.c.)		**3,782,804.81**	**3,536,659.03**	**3,548,894.67**	**3,715,607.48**	**3,889,192.00**
Components of Ending Fund Balance:						
Reserve for Economic Uncertainties (4 Months Operating Costs)	9789	2,060,124.72	2,100,944.90	2,173,884.80	2,289,814.28	2,379,196.36
Unassigned/Unappropriated Amount	9790	1,722,680.09	1,435,714.13	1,375,009.87	1,425,793.20	1,509,995.64
	Percentage of Reserve	**61.21%**	**56.11%**	**54.42%**	**54.09%**	**54.49%**

FY 24/25

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	34.00	33.32	98.00%
Grades 4-6	37.00	36.26	98.00%
Grades 7-8	97.00	95.06	98.00%
Grades 9-12	214.00	209.72	98.00%
TOTALS	382.00	**374.36**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	382.00	**223**	**65.63%**

FY 25/26

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	34.00	33.32	98.00%
Grades 4-6	36.00	35.28	98.00%
Grades 7-8	97.00	95.06	98.00%
Grades 9-12	228.00	223.44	98.00%
TOTALS	395.00	**387.10**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	395.00	**237**	**60.47%**

FY 26/27

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	34.00	33.32	98.00%
Grades 4-6	36.00	35.28	98.00%
Grades 7-8	98.00	96.04	98.00%
Grades 9-12	250.00	245.00	98.00%
TOTALS	418.00	**409.64**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	418.00	**251**	**59.45%**

FY 27/28

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	37.00	36.26	98.00%
Grades 4-6	38.00	37.24	98.00%
Grades 7-8	101.00	98.98	98.00%
Grades 9-12	260.00	254.80	98.00%
TOTALS	436.00	**427.28**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	436.00	**261**	**59.95%**

FY 28/29

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades K -3	37.00	36.26	98.00%
Grades 4-6	38.00	37.24	98.00%
Grades 7-8	104.00	101.92	98.00%
Grades 9-12	261.00	255.78	98.00%
TOTALS	440.00	**431.20**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	440.00	**264**	**59.95%**

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
General Assumptions								
COLA & Augmentation	*5.07%*	*13.26%*	*8.22%*	*1.07%*	*2.93%*	*3.08%*	*3.30%*	*3.29%*
Base Grant Proration Factor	-	*0.00%*	*0.00%*	*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%*	*0.00%*	*0.00%*
Student Assumptions:								
Enrollment Count	*334*	*321*	*362*	*382*	*395*	*418*	*436*	*440*
Unduplicated Pupil Count (UPC)	*251*	*247*	*229*	*223*	*237*	*251*	*261*	*264*
Unduplicated Pupil Percentage (UPP)	*76.12%*	*75.71%*	*71.48%*	*65.63%*	*60.47%*	*59.45%*	*59.95%*	*59.95%*
Current Year LCFF Average Daily Attendance (ADA)	*333.67*	*330.56*	*358.33*	*374.36*	*387.10*	*409.64*	*427.28*	*431.20*
Funded LCFF ADA	*333.67*	*330.56*	*358.33*	*374.36*	*387.10*	*409.64*	*427.28*	*431.20*
LCFF ADA Funding Method	*Current Year*	*Current Year*	*Current Year*	*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)								

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
LCFF Entitlement Summary								
Base Grant	$3,065,146	$3,434,061	$4,014,363	$4,245,930	$4,531,609	$4,959,880	$5,341,874	$5,566,031
Grade Span Adjustment	76,629	77,358	96,346	101,024	108,370	118,927	129,606	134,101
Adjusted Base Grant	$3,141,775	$3,511,419	$4,110,709	$4,346,954	$4,639,979	$5,078,807	$5,471,480	$5,700,132
Supplemental Grant	478,304	531,699	587,667	570,581	561,159	603,870	656,030	683,445
Concentration Grant	431,302	472,690	440,338	300,352	164,975	146,905	176,045	183,401
Total Base, Supplemental and Concentration Grant	$4,051,381	$4,515,808	$5,138,714	$5,217,887	$5,366,113	$5,829,582	$6,303,555	$6,566,978
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	-	-	-	-	-	-	-	-
Total Allowance and Add-On Amounts	$-	$-	$-	$-	$-	$-	$-	$-
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$4,051,381**	**$4,515,808**	**$5,138,714**	**$5,217,887**	**$5,366,113**	**$5,829,582**	**$6,303,555**	**$6,566,978**
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 4,051,381**	**$ 4,515,808**	**$ 5,138,714**	**$ 5,217,887**	**$ 5,366,113**	**$ 5,829,582**	**$ 6,303,555**	**$ 6,566,978**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 12,142	$ 13,661	$ 14,341	$ 13,938	$ 13,862	$ 14,231	$ 14,753	$ 15,230
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	4,051,381	4,515,808	5,138,714	5,217,887	5,366,113	5,829,582	6,303,555	6,566,978
LCFF Sources Summary								
Funding Source Summary								
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	$ *330,196*	$ *353,263*	$ *417,601*	$ *436,283*	$ *451,130*	$ *477,398*	$ *497,956*	$ *502,524*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 1,736,665	$ 312,519	$ 627,448	$ 662,532	$ 705,151	$ 769,194	$ 828,794	$ 863,914
Net State Aid *(excludes Additional State Aid)*	$ 1,984,520	$ 3,850,026	$ 4,093,665	$ 4,119,072	$ 4,209,832	$ 4,582,990	$ 4,976,805	$ 5,200,540
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 4,051,381**	**$ 4,515,808**	**$ 5,138,714**	**$ 5,217,887**	**$ 5,366,113**	**$ 5,829,582**	**$ 6,303,555**	**$ 6,566,978**
Funding Source by Resource-Object								
State Aid (Resource Code 0000, Object Code 8011)	$ 1,984,520	$ 3,850,026	$ 4,093,665	$ 4,119,072	$ 4,209,832	$ 4,582,990	$ 4,976,805	$ 5,200,540
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 1,736,665	$ 312,519	$ 627,448	$ 662,532	$ 705,151	$ 769,194	$ 828,794	$ 863,914
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ 320,089	$ 47,320	$ 2,441	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In-Lieu of Property Taxes (Object Code 8096)	330,196	353,263	417,601	436,283	451,130	477,398	497,956	502,524
Entitlement and Source Reconciliation								
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 4,051,381	$ 4,515,808	$ 5,138,714	$ 5,217,887	$ 5,366,113	$ 5,829,582	$ 6,303,555	$ 6,566,978
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ 4,051,381	$ 4,515,808	$ 5,138,714	$ 5,217,887	$ 5,366,113	$ 5,829,582	$ 6,303,555	$ 6,566,978

Sierra Charter (114355)								
	2021-22	**2022-23**	**2023-24**	**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)*	$ 3,141,775	$ 3,511,419	$ 4,110,709	$ 4,346,954	$ 4,639,979	$ 5,078,807	$ 5,471,480	$ 5,700,132
Supplemental and Concentration Grant funding in the LCAP year	$ 909,606	$ 1,004,389	$ 1,028,005	$ 870,933	$ 726,134	$ 750,775	$ 832,075	$ 866,846
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 99,530	$ 109,082	$ 101,615	$ 69,312	$ 38,071	$ 33,901	$ 40,625	$ 42,323
Percentage to Increase or Improve Services	28.95%	28.60%	25.01%	20.04%	15.65%	14.78%	15.21%	15.21%

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FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Sierra Charter (114355)

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
PER-ADA FUNDING LEVELS								
Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 11,521.86	$ 13,013.39	$ 13,689.63	$ 13,285.53	$ 13,174.79	$ 13,478.91	$ 13,975.82	$ 14,435.50
Grades 4-6	$ 10,593.41	$ 11,965.27	$ 12,587.06	$ 12,216.01	$ 12,114.29	$ 12,394.21	$ 12,850.24	$ 13,273.06
Grades 7-8	$ 10,906.76	$ 12,320.22	$ 12,959.58	$ 12,577.32	$ 12,472.80	$ 12,760.37	$ 13,230.43	$ 13,665.91
Grades 9-12	$ 12,968.70	$ 14,649.22	$ 15,409.74	$ 14,956.42	$ 14,832.05	$ 15,174.25	$ 15,732.74	$ 16,250.02
Base Grants								
Grades TK-3	$ 8,093	$ 9,166	$ 9,919	$ 10,025	$ 10,319	$ 10,637	$ 10,988	$ 11,350
Grades 4-6	$ 8,215	$ 9,304	$ 10,069	$ 10,177	$ 10,475	$ 10,798	$ 11,154	$ 11,521
Grades 7-8	$ 8,458	$ 9,580	$ 10,367	$ 10,478	$ 10,785	$ 11,117	$ 11,484	$ 11,862
Grades 9-12	$ 9,802	$ 11,102	$ 12,015	$ 12,144	$ 12,500	$ 12,885	$ 13,310	$ 13,748
Grade Span Adjustment								
Grades TK-3	$ 842	$ 953	$ 1,032	$ 1,043	$ 1,073	$ 1,106	$ 1,143	$ 1,180
Grades 9-12	$ 255	$ 289	$ 312	$ 316	$ 325	$ 335	$ 346	$ 357
Supplemental Grant	20%	20%	20%	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 1,787	$ 2,024	$ 2,190	$ 2,214	$ 2,278	$ 2,349	$ 2,426	$ 2,506
Grades 4-6	$ 1,643	$ 1,861	$ 2,014	$ 2,035	$ 2,095	$ 2,160	$ 2,231	$ 2,304
Grades 7-8	$ 1,692	$ 1,916	$ 2,073	$ 2,096	$ 2,157	$ 2,223	$ 2,297	$ 2,372
Grades 9-12	$ 2,011	$ 2,278	$ 2,465	$ 2,492	$ 2,565	$ 2,644	$ 2,731	$ 2,821
Actual - 1.00 ADA, Local UPP as follows:	*76.12%*	*75.71%*	*71.48%*	*65.63%*	*60.47%*	*59.45%*	*59.95%*	*59.95%*
Grades TK-3	$ 1,360	$ 1,532	$ 1,566	$ 1,453	$ 1,378	$ 1,396	$ 1,455	$ 1,502
Grades 4-6	$ 1,251	$ 1,409	$ 1,439	$ 1,336	$ 1,267	$ 1,284	$ 1,337	$ 1,381
Grades 7-8	$ 1,288	$ 1,451	$ 1,482	$ 1,375	$ 1,304	$ 1,322	$ 1,377	$ 1,422
Grades 9-12	$ 1,531	$ 1,725	$ 1,762	$ 1,635	$ 1,551	$ 1,572	$ 1,637	$ 1,691
Concentration Grant (>55% population)	65%	65%	65%	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 5,808	$ 6,577	$ 7,118	$ 7,194	$ 7,405	$ 7,633	$ 7,885	$ 8,145
Grades 4-6	$ 5,340	$ 6,048	$ 6,545	$ 6,615	$ 6,809	$ 7,019	$ 7,250	$ 7,489
Grades 7-8	$ 5,498	$ 6,227	$ 6,739	$ 6,811	$ 7,010	$ 7,226	$ 7,465	$ 7,710
Grades 9-12	$ 6,537	$ 7,404	$ 8,013	$ 8,099	$ 8,336	$ 8,593	$ 8,876	$ 9,168
Actual - 1.00 ADA, Local UPP >55% as follows:	*21.1200%*	*20.7100%*	*16.4800%*	*10.6300%*	*5.4700%*	*4.4500%*	*4.9500%*	*4.9500%*
Grades TK-3	$ 1,227	$ 1,362	$ 1,173	$ 765	$ 405	$ 340	$ 390	$ 403
Grades 4-6	$ 1,128	$ 1,252	$ 1,079	$ 703	$ 372	$ 312	$ 359	$ 371
Grades 7-8	$ 1,161	$ 1,290	$ 1,111	$ 724	$ 383	$ 322	$ 369	$ 382
Grades 9-12	$ 1,381	$ 1,533	$ 1,320	$ 861	$ 456	$ 382	$ 439	$ 454

FY 24/25	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	Budget Assumptions/LCFF Calculator Preliminary Budget compared to 2024-25 1st Interim (Budget changes +/- 5% are addressed below)
	Grades K -3	34.00	33.32	98.00%	**Revenue**: **LCFF** Increased by 2.04% due to ADA increase of 8.75, COLA 1.07% rather than .76% & unduplicated pupil count decreased by 3 **State**: Increased by 11.24% due to Prop 28 and CEI revenue
	Grades 4-6	37.00	36.26	98.00%	**Address Deficit:** Ed Effectiveness $25,622.00 Arts & Music Discr $48,262.00 A-G Access/Success $43,378.00 A-G Learning Loss $25,659.53 Learning Recovery $207,679.97 **Total = $350,601.50** Expenditures budgeted but revenue recognized in prior years
	Grades 7-8	97.00	95.06	98.00%	**Expenditures:** **Books & Supplies:** Decreased by 12.34% due to decrease in non-capitalized equipment (chromebooks) **Services & Operating Expenditures:.** Increased by 8.72% due to professional development with FCSS & temp agency for personnel
	Grades 9-12	214.00	209.72	98.00%	**Capital Outlay:** Depreciation expense is booked
	TOTALS	**382.00**	**374.36**	98.00%	

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	382.00	**223**	**65.63%**

FY 25/26	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	Budget Assumptions/LCFF Calculator 2024-25 Budget compared to 2025-26 Budget (Budget changes +/- 5% are addressed below)
	Grades K -3	34.00	33.32	98.00%	**Revenue**: **LCFF** Increased by 2.84% due to ADA increase of 12.74, COLA of 2.93% & unduplicated pupil count of add'l 14
	Grades 4-6	36.00	35.28	98.00%	**Address Deficit:** Ed Effectiveness $15,902.36 Arts & Music Discr $127,730.55 A-G Access/Success $31,622.00 A-G Learning Loss $21,240.91 Ethnic Studies $5,011.00 CA. Clean Energy $8,435.04 **Total = $209,941.86** Expenditures budgeted but revenue recognized in prior years
	Grades 7-8	97.00	95.06	98.00%	**Expenditures:** **Certificated Employees** (33.50 FTE) 2.93% COLA applied **Classified Employees** (13.32 FTE) 2.93% COLA applied **Payroll Benefits** Increased 6.67% due to salary increases & H & W increase of 10%
	Grades 9-12	228.00	223.44	98.00%	**Capital Outlay:** Less depreciation expense is booked
	TOTALS	**395.00**	**387.10**	98.00%	

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	395.00	**237**	**60.47%**

FY 26/27	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
	Grades K -3	34.00	33.32	98.00%
	Grades 4-6	36.00	35.28	98.00%
	Grades 7-8	98.00	96.04	98.00%
	Grades 9-12	250.00	245.00	98.00%
	TOTALS	**418.00**	**409.64**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	418.00	**251**	**59.45%**

Budget Assumptions/LCFF Calculator
2025-26 Budget compared to 2026-27 Budget
(Budget changes +/- 5% are addressed below)

Revenue:
LCFF Increased by 8.64% due to ADA increase of 22.54, COLA of 3.08% & unduplicated pupil count of add'l 14

Expenditures:
Certificated Employees (33.50 FTE) 3.08% COLA applied
Classified Employees (13.32 FTE) 3.08% COLA applied
Payroll Benefits Increased 6.35% due to salary increases & H & W increase of 10%

Capital Outlay:
Less depreciation expense is booked

FY 27/28	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
	Grades K -3	37.00	36.26	98.00%
	Grades 4-6	38.00	37.24	98.00%
	Grades 7-8	101.00	98.98	98.00%
	Grades 9-12	260.00	254.80	98.00%
	TOTALS	**436.00**	**427.28**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	436.00	**261**	**59.95%**

Budget Assumptions/LCFF Calculator
2026-27 Budget compared to 2027-28 Budget
(Budget changes +/- 5% are addressed below)

Revenue:
LCFF Increased by 8.13% due to ADA increase of 17.64, COLA of 3.30% & unduplicated pupil count of add'l 10

Expenditures:
Certificated Employees (34.50 FTE) increase 6.11% due to a 3.30% COLA & additional H S Teacher budgeted
Classified Employees (13.32 FTE) 3.30% COLA applied
Payroll Benefits overall increased 6.35% due to salary increases & H & W increase of 10%

Capital Outlay:
Less depreciation expense is booked

FY 28/29	GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
	Grades K -3	37.00	36.26	98.00%
	Grades 4-6	38.00	37.24	98.00%
	Grades 7-8	104.00	101.92	98.00%
	Grades 9-12	261.00	255.78	98.00%
	TOTALS	**440.00**	**431.20**	98.00%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	440.00	**264**	**59.95%**

Budget Assumptions/LCFF Calculator
2027-28 Budget compared to 2028-29 Budget
(Budget changes +/- 5% are addressed below)

Revenue:
LCFF Increased by 4.18% due to ADA increase of 3.92, COLA 3.29% & unduplicated pupil count of add'l 3

Expenditures:
Certificated Employees (34.50 FTE) 3.29% COLA applied
Classified Employees (13.32 FTE) 3.29% COLA applied
Payroll Benefits Increased 6.35% due to salary increases & H & W increase of 10%

Capital Outlay:
No Depreciation expense to book

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October	Actual	Actual	Actual	Actual		
A. BEGINNING CASH	9110	3,261,705.06	3,354,044.57	3,169,544.02	2,876,521.81	3,021,934.79	3,003,105.13
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	0.00	200,303.00	200,303.00	552,831.02	466,934.05	623,607.38
Other	8080-8099						
Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	6,551.30	6,551.30
Other State Revenues	8300-8599	15,287.00	16,775.00	29,005.00	3,331.42	43,455.22	43,455.22
Other Local Revenues	8600-8799	30.02	62.02	28.21	1,218.33	732.68	732.68
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		15,317.02	217,140.02	229,336.21	557,380.77	517,673.25	674,346.58
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	0.00	231,739.57	230,452.50	235,268.01	235,305.83	235,305.83
Classified Salaries	2000-2999	32,615.46	65,339.51	62,345.11	66,024.41	77,157.75	77,157.75
Employee Benefits	3000-3999	118,236.29	126,293.80	110,866.53	76,079.31	103,864.13	103,864.13
Supplies and Services	4000-5999	229,306.73	77,053.76	170,270.40	116,861.82	114,050.21	160,434.53
Capital Outlays	6000-6599	0.00	0.00	0.00	0.00	6,125.00	6,125.00
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		380,158.48	500,426.64	573,934.54	494,233.55	536,502.91	582,887.23
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable		1,267,002.67	78,195.90	42,623.00	168,568.32		
Accounts Payable		809,821.70	(20,590.17)	(8,953.12)	86,302.56		
TOTAL PRIOR YEAR TRANSACTIONS		457,180.97	98,786.07	51,576.12	82,265.76	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		92,339.51	(184,500.55)	(293,022.21)	145,412.98	(18,829.66)	91,459.35
F. ENDING CASH (A + E)		3,354,044.57	3,169,544.02	2,876,521.81	3,021,934.79	3,003,105.13	3,094,564.47
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,094,564.47	3,107,449.59	3,089,869.48	3,266,884.31	3,306,342.96	3,288,346.49		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	466,934.05	466,934.05	658,981.64	461,038.34	461,038.34	658,981.64		5,217,886.51
Other	8080-8099								0.00
Federal Revenues	8100-8299	46,273.97	6,551.30	6,551.30	46,273.97	6,551.30	46,273.97		171,578.40
Other State Revenues	8300-8599	63,466.22	43,455.22	43,455.22	63,466.22	43,455.22	81,978.66		490,585.62
Other Local Revenues	8600-8799	732.68	732.68	732.68	732.68	732.68	732.68		7,200.00
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		577,406.91	517,673.25	709,720.84	571,511.20	511,777.54	787,966.95	0.00	5,887,250.53
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	235,305.83	235,305.83	235,305.83	235,305.83	235,305.83	105,763.89		2,450,364.75
Classified Salaries	2000-2999	77,157.75	77,157.75	77,157.75	77,157.75	77,157.75	77,157.75		843,586.50
Employee Benefits	3000-3999	103,864.13	103,864.13	103,864.13	103,864.13	103,864.13	103,864.13		1,262,388.94
Supplies and Services	4000-5999	142,069.09	112,800.66	110,253.30	109,599.86	107,321.30	125,012.32		1,575,033.97
Capital Outlays	6000-6599	6,125.00	6,125.00	6,125.00	6,125.00	6,125.00	6,125.00		49,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		564,521.79	535,253.36	532,706.00	532,052.56	529,774.00	417,923.10	0.00	6,180,374.16
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									1,556,389.89
Accounts Payable									866,580.97
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	689,808.92
E. NET INCREASE/DECREASE (B - C + D)		12,885.12	(17,580.12)	177,014.83	39,458.65	(17,996.46)	370,043.85	0.00	396,685.29
F. ENDING CASH (A + E)		3,107,449.59	3,089,869.48	3,266,884.31	3,306,342.96	3,288,346.49	3,658,390.35		
G. ENDING CASH, PLUS ACCRUALS									3,658,390.35

Sierra Charter School
Fresno Unified School District

Cashflow FY25-26
Cashflow Worksheet

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,658,390.35	3,477,099.54	3,245,136.48	3,339,557.43	3,287,800.08	3,195,507.56
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	210,491.60	237,559.39	609,308.21	414,975.27	414,975.27	591,263.02
Other	8080-8099						
Federal Revenues	8100-8299	4,516.17	4,516.17	4,516.17	35,181.07	4,516.17	4,516.17
Other State Revenues	8300-8599	17,144.90	17,144.90	30,860.82	47,617.23	40,499.61	40,499.61
Other Local Revenues	8600-8799	0.00	0.00	741.10	741.10	741.10	741.10
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		232,152.67	259,220.46	645,426.29	498,514.66	460,732.14	637,019.89
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	86,125.78	144,888.32	242,825.89	242,825.89	242,825.89	242,825.89
Classified Salaries	2000-2999	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63
Employee Benefits	3000-3999	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62
Supplies and Services	4000-5999	140,241.44	159,218.95	121,103.20	120,369.87	123,122.51	151,403.86
Capital Outlays	6000-6599	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		413,443.47	491,183.52	551,005.34	550,272.02	553,024.65	581,306.00
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(181,290.80)	(231,963.06)	94,420.95	(51,757.36)	(92,292.51)	55,713.89
F. ENDING CASH (A + E)		3,477,099.54	3,245,136.48	3,339,557.43	3,287,800.08	3,195,507.56	3,251,221.45
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,251,221.45	3,191,982.80	3,102,815.44	3,219,703.53	3,180,574.98	3,096,069.74		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	414,975.27	414,975.27	618,330.80	410,463.97	410,463.97	618,330.80		5,366,112.82
Other	8080-8099								0.00
Federal Revenues	8100-8299	35,181.07	4,516.17	4,516.17	35,181.07	4,516.17	35,181.07		176,853.62
Other State Revenues	8300-8599	57,256.02	40,499.61	40,499.61	57,256.02	40,499.61	76,533.60		506,311.53
Other Local Revenues	8600-8799	741.10	741.10	741.10	741.10	741.10	741.10		7,410.96
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		508,153.45	460,732.14	664,087.68	503,642.15	456,220.84	730,786.57	0.00	6,056,688.93
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	242,825.89	242,825.89	242,825.89	242,825.89	242,825.89	105,713.29		2,522,160.44
Classified Salaries	2000-2999	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63	72,358.63		868,303.58
Employee Benefits	3000-3999	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62	112,217.62		1,346,611.39
Supplies and Services	4000-5999	137,489.97	119,997.35	117,297.44	112,868.56	110,823.94	121,822.20		1,535,759.30
Capital Outlays	6000-6599	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00		30,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		567,392.11	549,899.50	547,199.59	542,770.70	540,726.09	414,611.74	0.00	6,302,834.70
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(59,238.66)	(89,167.36)	116,888.09	(39,128.54)	(84,505.25)	316,174.83	0.00	(246,145.78)
F. ENDING CASH (A + E)		3,191,982.80	3,102,815.44	3,219,703.53	3,180,574.98	3,096,069.74	3,412,244.57		
G. ENDING CASH, PLUS ACCRUALS									3,412,244.57

Sierra Charter School
Fresno Unified School District

Cashflow FY26-27
Cashflow Worksheet

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,412,244.57	3,236,183.73	3,008,632.34	3,138,850.33	3,102,157.70	3,029,285.80
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	229,149.50	257,793.39	662,055.38	450,660.95	450,660.95	642,959.45
Other	8080-8099						
Federal Revenues	8100-8299	4,779.13	4,779.13	4,779.13	36,388.52	4,779.13	4,779.13
Other State Revenues	8300-8599	18,120.36	18,120.36	32,616.65	44,735.15	42,816.68	42,816.68
Other Local Revenues	8600-8799	0.00	0.00	763.92	763.92	763.92	763.92
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		252,048.99	280,692.88	700,215.08	532,548.54	499,020.69	691,319.19
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	88,778.45	149,350.88	250,304.93	250,304.93	250,304.93	250,304.93
Classified Salaries	2000-2999	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28
Employee Benefits	3000-3999	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36
Supplies and Services	4000-5999	144,153.74	163,715.76	124,514.52	123,758.61	126,410.02	155,562.44
Capital Outlays	6000-6599	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		428,109.83	508,244.27	569,997.08	569,241.17	571,892.59	601,045.01
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(176,060.84)	(227,551.39)	130,217.99	(36,692.63)	(72,871.90)	90,274.18
F. ENDING CASH (A + E)		3,236,183.73	3,008,632.34	3,138,850.33	3,102,157.70	3,029,285.80	3,119,559.98
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,119,559.98	3,075,420.00	3,005,583.50	3,159,286.47	3,135,566.25	3,070,101.73		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	450,660.95	450,660.95	671,603.34	445,886.97	445,886.97	671,603.34		5,829,582.13
Other	8080-8099								0.00
Federal Revenues	8100-8299	36,388.52	4,779.13	4,779.13	36,388.52	4,779.13	36,388.52		183,787.14
Other State Revenues	8300-8599	54,935.19	42,816.68	42,816.68	54,935.19	42,816.68	75,335.26		512,881.57
Other Local Revenues	8600-8799	763.92	763.92	763.92	763.92	763.92	763.92		7,639.22
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		542,748.58	499,020.69	719,963.08	537,974.60	494,246.71	784,091.04	0.00	6,533,890.06
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	250,304.93	250,304.93	250,304.93	250,304.93	250,304.93	108,969.26		2,599,842.98
Classified Salaries	2000-2999	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28	74,587.28		895,047.33
Employee Benefits	3000-3999	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36	119,340.36		1,432,084.30
Supplies and Services	4000-5999	141,406.00	123,374.61	120,777.55	116,212.25	114,228.66	125,565.67		1,579,679.81
Capital Outlays	6000-6599	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		15,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		586,888.57	568,857.18	566,260.11	561,694.82	559,711.23	429,712.56	0.00	6,521,654.43
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(44,139.99)	(69,836.49)	153,702.96	(23,720.22)	(65,464.52)	354,378.48	0.00	12,235.64
F. ENDING CASH (A + E)		3,075,420.00	3,005,583.50	3,159,286.47	3,135,566.25	3,070,101.73	3,424,480.21		
G. ENDING CASH, PLUS ACCRUALS									3,424,480.21

Sierra Charter School
Fresno Unified School District

Cashflow FY27-28
Cashflow Worksheet

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,424,480.21	3,248,602.93	3,017,632.99	3,171,190.58	3,143,583.19	3,078,705.26
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	248,840.25	278,717.61	714,865.66	487,748.93	487,748.93	694,947.43
Other	8080-8099						
Federal Revenues	8100-8299	4,984.93	4,984.93	4,984.93	37,637.43	4,984.93	4,984.93
Other State Revenues	8300-8599	18,890.69	18,890.69	34,003.25	46,521.66	44,642.52	44,642.52
Other Local Revenues	8600-8799	0.00	0.00	789.13	789.13	789.13	789.13
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		272,715.88	302,593.23	754,642.97	572,697.15	538,165.51	745,364.01
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	93,168.91	157,931.38	265,868.82	265,868.82	265,868.82	265,868.82
Classified Salaries	2000-2999	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66
Employee Benefits	3000-3999	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72
Supplies and Services	4000-5999	149,127.53	169,335.09	128,919.85	128,138.99	130,877.91	160,992.35
Capital Outlays	6000-6599	833.33	833.33	833.33	833.33	833.33	833.33
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		448,593.15	533,563.18	601,085.39	600,304.53	603,043.44	633,157.89
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(175,877.27)	(230,969.94)	153,557.59	(27,607.38)	(64,877.94)	112,206.12
F. ENDING CASH (A + E)		3,248,602.93	3,017,632.99	3,171,190.58	3,143,583.19	3,078,705.26	3,190,911.38
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,190,911.38	3,155,713.51	3,093,971.16	3,271,987.43	3,257,835.15	3,200,561.00		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	487,748.93	487,748.93	724,824.78	482,769.37	482,769.37	724,824.78		6,303,554.95
Other	8080-8099								0.00
Federal Revenues	8100-8299	37,637.43	4,984.93	4,984.93	37,637.43	4,984.93	37,637.43		190,429.18
Other State Revenues	8300-8599	57,160.93	44,642.52	44,642.52	57,160.93	44,642.52	78,439.48		534,280.23
Other Local Revenues	8600-8799	789.13	789.13	789.13	789.13	789.13	789.13		7,891.31
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		583,336.42	538,165.51	775,241.37	578,356.86	533,185.95	841,690.82	0.00	7,036,155.67
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	265,868.82	265,868.82	265,868.82	265,868.82	265,868.82	114,756.40		2,758,676.10
Classified Salaries	2000-2999	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66	77,048.66		924,583.90
Employee Benefits	3000-3999	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72	128,414.72		1,540,976.64
Supplies and Services	4000-5999	146,368.75	127,742.33	125,059.56	120,343.60	118,294.56	130,005.69		1,635,206.21
Capital Outlays	6000-6599	833.33	833.33	833.33	833.33	833.33	833.33		10,000.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		618,534.28	599,907.87	597,225.09	592,509.14	590,460.10	451,058.79	0.00	6,869,442.85
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(35,197.87)	(61,742.36)	178,016.27	(14,152.28)	(57,274.15)	390,632.03	0.00	166,712.82
F. ENDING CASH (A + E)		3,155,713.51	3,093,971.16	3,271,987.43	3,257,835.15	3,200,561.00	3,591,193.02		
G. ENDING CASH, PLUS ACCRUALS									3,591,193.02

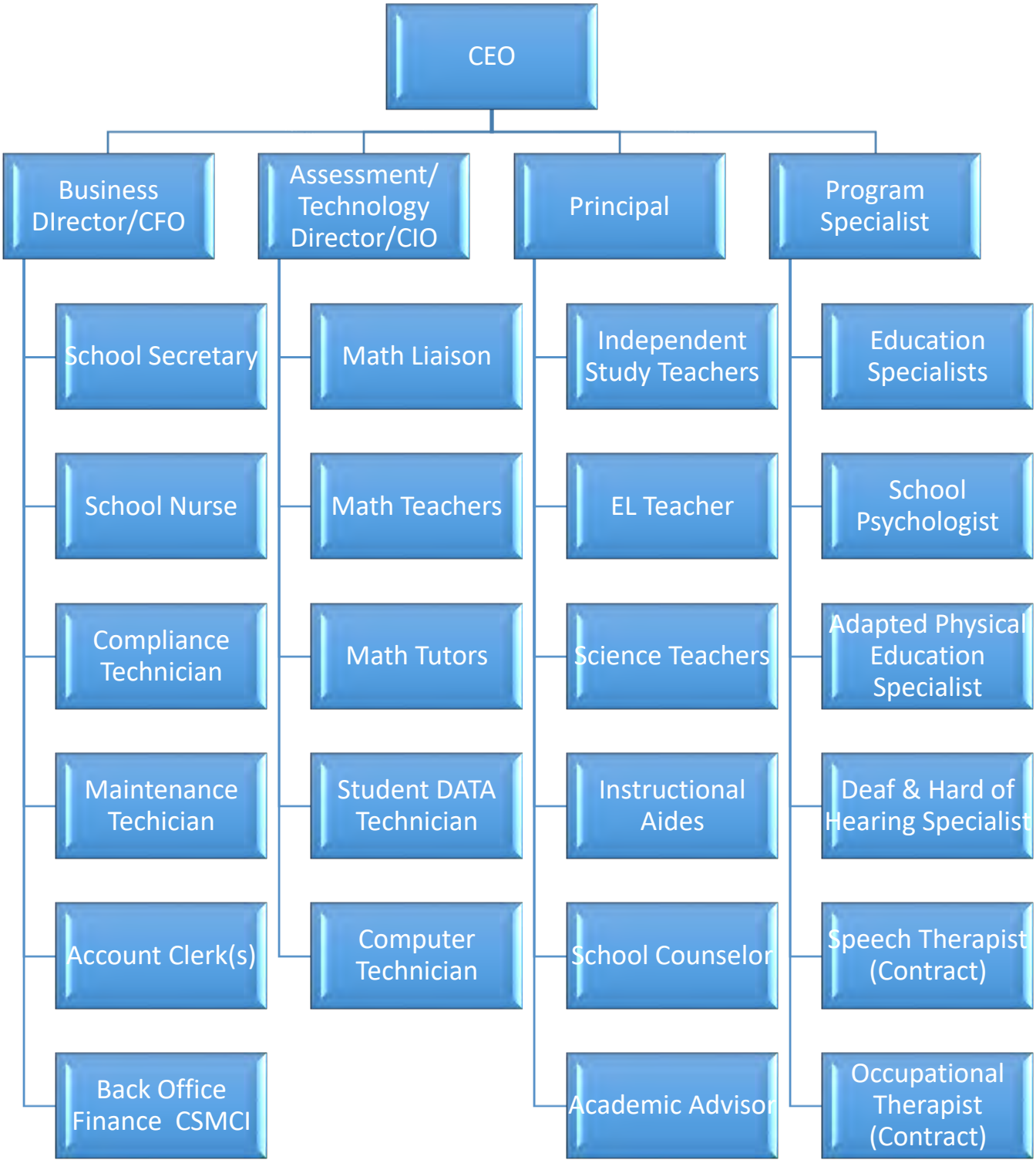
Sierra Charter School
Fresno Unified School District

Cashflow FY28-29
Cashflow Worksheet

	Object	July	August	September	October	November	December
ACTUALS THRU MONTH OF (Enter Month Name):	October						
A. BEGINNING CASH	9110	3,591,193.02	3,408,462.26	3,168,117.42	3,328,273.20	3,299,813.09	3,232,603.80
B. RECEIPTS							
Local Control Funding Formula							
Property Tax	8020-8079						
State Aid - LCFF & EPA	8010-8019	260,027.00	290,178.46	744,330.02	508,250.55	508,250.55	724,229.05
Other	8080-8099						
Federal Revenues	8100-8299	5,030.67	5,030.67	5,030.67	38,757.43	5,030.67	5,030.67
Other State Revenues	8300-8599	19,083.97	19,083.97	34,351.15	47,281.42	45,088.03	45,088.03
Other Local Revenues	8600-8799	0.00	0.00	815.09	815.09	815.09	815.09
Interfund Transfers In	8910-8929						
All Other Financing Sources	8931-8979						
Other Receipts/Non-Revenue							
TOTAL RECEIPTS		284,141.64	314,293.10	784,526.93	595,104.49	559,184.33	775,162.83
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	96,234.16	163,127.32	274,615.91	274,615.91	274,615.91	274,615.91
Classified Salaries	2000-2999	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56
Employee Benefits	3000-3999	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12
Supplies and Services	4000-5999	154,132.55	175,004.94	133,249.55	132,443.01	135,272.03	166,377.24
Capital Outlays	6000-6599						
Other Outgo	7000-7499						
Interfund Transfers Out	7600-7629						
All Other Financing Uses	7630-7699						
Other Disbursements/non Expenditures							
TOTAL DISBURSEMENTS		466,872.40	554,637.94	624,371.15	623,564.60	626,393.62	657,498.83
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable							
Accounts Payable							
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(182,730.76)	(240,344.84)	160,155.78	(28,460.11)	(67,209.29)	117,664.00
F. ENDING CASH (A + E)		3,408,462.26	3,168,117.42	3,328,273.20	3,299,813.09	3,232,603.80	3,350,267.80
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	Total
ACTUALS THRU MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH	9110	3,350,267.80	3,313,715.05	3,249,744.50	3,434,674.95	3,419,978.33	3,360,741.13		
B. RECEIPTS									
Local Control Funding Formula									
Property Tax	8020-8079								0.00
State Aid - LCFF & EPA	8010-8019	508,250.55	508,250.55	754,380.51	503,225.30	503,225.30	754,380.51		6,566,978.35
Other	8080-8099								0.00
Federal Revenues	8100-8299	38,757.43	5,030.67	5,030.67	38,757.43	5,030.67	38,757.43		195,275.05
Other State Revenues	8300-8599	58,018.30	45,088.03	45,088.03	58,018.30	45,088.03	79,492.06		540,769.28
Other Local Revenues	8600-8799	815.09	815.09	815.09	815.09	815.09	815.09		8,150.94
Interfund Transfers In	8910-8929								0.00
All Other Financing Sources	8931-8979								0.00
Other Receipts/Non-Revenue									0.00
TOTAL RECEIPTS		605,841.37	559,184.33	805,314.30	600,816.12	554,159.09	873,445.09	0.00	7,311,173.62
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	274,615.91	274,615.91	274,615.91	274,615.91	274,615.91	118,531.88		2,849,436.54
Classified Salaries	2000-2999	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56	79,583.56		955,002.71
Employee Benefits	3000-3999	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12	136,922.12		1,643,065.49
Supplies and Services	4000-5999	151,272.52	132,033.29	129,262.26	124,391.15	122,274.69	134,371.11		1,690,084.36
Capital Outlays	6000-6599								0.00
Other Outgo	7000-7499								0.00
Interfund Transfers Out	7600-7629								0.00
All Other Financing Uses	7630-7699								0.00
Other Disbursements/non Expenditures									0.00
TOTAL DISBURSEMENTS		642,394.11	623,154.88	620,383.85	615,512.74	613,396.29	469,408.68	0.00	7,137,589.10
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable									0.00
Accounts Payable									0.00
TOTAL PRIOR YEAR TRANSACTIONS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		(36,552.75)	(63,970.55)	184,930.45	(14,696.62)	(59,237.19)	404,036.41	0.00	173,584.52
F. ENDING CASH (A + E)		3,313,715.05	3,249,744.50	3,434,674.95	3,419,978.33	3,360,741.13	3,764,777.54		
G. ENDING CASH, PLUS ACCRUALS									3,764,777.54

Sierra Charter School Organizational Chart
2024-2025



State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **28th day of April, 1998, SIERRA CHARTER SCHOOL** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 18, 2008.



Debra Bowen

DEBRA BOWEN
Secretary of State

jg

State of California

SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 2 1999

THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA

Bill Jones

Secretary of State

Sec/State Form CE-108 (rev. 4/97)

97 35082

2106863

FILED
In the office of the Secretary of State
of the State of California

APR 28 1998

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION OF

SIERRA CHARTER SCHOOL

A California Nonprofit Public Benefit Corporation

One: The name of the corporation is **SIERRA CHARTER SCHOOL.**

Two: This 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 charitable purposes. The specific purpose for which this Corporation is organized is to operate a California Charter Public School under Part 26.8 of the California Education Code.

This corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

Three: The name and address in California of the corporation's initial agent for service of process is Gill Todd Siegel, 123 North San Vicente Boulevard, Beverly Hills, California, 90211.

Four: (a) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

(b) All corporate property is irrevocably dedicated to the purposes set forth in Article Two, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for educational purposes, which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

Dated: March 31, 1998

TOM COSGROVE

DECLARATION

I declare that I am the person that executed the foregoing Articles of Incorporation, which execution is my act and deed.

TOM COSGROVE, Incorporator

OFFICE OF THE SECRETARY OF STATE

2106863

FILED
In the office of the Secretary of State
of the State of California

APR 2 8 1998

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION OF

SIERRA CHARTER SCHOOL

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Three: The name and address in California of the corporation's initial agent for service of process is Gill Todd Siegel, 123 North San Vicente Boulevard, Beverly Hills, California, 90211.

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(b) All corporate property is irrevocably dedicated to the purposes set forth in Article Two, above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for educational purposes, which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

Dated: March 31, 1998

TOM COSGROVE

OFFICE OF THE SECRETARY OF STATE

DECLARATION

I declare that I am the person that executed the foregoing Articles of Incorporation, which execution is my act and deed.

TOM COSGROVE, Incorporator

MEETING OF INCORPORATORS

On January 7, 1999, at 10 o'clock, a meeting of the incorporator(s) of **SIERRA CHARTER SCHOOL**, corporate number 2106863, was held to elect the initial members of the board of directors. After nomination and discussion, the following persons were unanimously voted to serve on the board of directors of this corporation, and until their successors shall be elected and qualified:

Lisa Marasco, Madera, California

ORIGINAL

Alvin King, Selma, California

Richard Davis, Fresno, California

Margy Barrett, Firebaugh, California

Joel Hampton, Bridgeport, California

There being no further business, the meeting was adjourned.

Dated: January 7, 1999

Tom Cosgrove, Incorporator

RESOLUTION
OF
BOARD OF DIRECTORS
OF
SIERRA CHARTER SCHOOL, INC
a California Non-Profit Corporation

Whereas, EDUCATIONAL FOUNDATION FOR ETHICS AND PRINCIPALS (EFEP) established SIERRA CHARTER SCHOOL as the Successor to EFEP with respect to its written Agreement with EASTERN SIERRA UNIFIED SCHOOL DISTRICT (ESUSD); and

Whereas, EFEP notified ESUSD of said successor relationship and provided ESUSD with the Articles of Incorporation; and

Whereas, EFEP BOARD OF DIRECTORS ratified on 12-16-98 at a meeting at which a quorum was present EFEP's prior acts designating SIERRRA CHARTER SCHOOL, a California Corporation, as EFEP's successor.

THEREFORE, IT IS RESOLVED that SIERRA CHARTER SCHOOL, a California Non-Profit Corporation, hereby accepts that Successorship as unanimously approved by the BOARD OF DIRECTORS listed and signed below.

I, the undersigned SIERRA CHARTER SCHOOL BOARD OF DIRECTOR, approve the above RESOLUTION as verified by my signature below.

_____ _____
Lisa Marasco Date

_____ _____
Alvin King Date

_____ _____
Richard Davis Date

_____ _____
Joel Hampton Date

_____ _____
Margy Barrett

RESOLUTION
OF
BOARD OF DIRECTORS
OF
SIERRA CHARTER SCHOOL, INC
a California Non-Profit Corporation

Whereas, EDUCATIONAL FOUNDATION FOR ETHICS AND PRINCIPALS (EFEP) established SIERRA CHARTER SCHOOL as the Successor to EFEP with respect to its written Agreement with EASTERN SIERRA UNIFIED SCHOOL DISTRICT (ESUSD); and

Whereas, EFEP notified ESUSD of said successor relationship and provided ESUSD with the Articles of Incorporation; and

Whereas, EFEP BOARD OF DIRECTORS ratified on 12-16-98 at a meeting at which a quorum was present EFEP's prior acts designating SIERRA CHARTER SCHOOL, a California Corporation, as EFEP's successor

THEREFORE, IT IS RESOLVED that SIERRA CHARTER SCHOOL, a California Non-Profit Corporation, hereby accepts that Successorship as unanimously approved by the BOARD OF DIRECTORS listed and signed below

I, the undersigned SIERRA CHARTER SCHOOL BOARD OF DIRECTOR, approve the above RESOLUTION as verified by my signature below.

Lisa Marasco — 1-27-99
Lisa Marasco — Date

Alvin Ray King — 1-28-99
Alvin King — Date

Richard Davis — 1-27-99
Richard Davis — Date

Joel Hampton — 1-28-99
Joel Hampton — Date

Marty Barrett — 1-27-99
Marty Barrett — Date

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

SIERRA CHARTER SCHOOL
1931 N. FINE AVENUE
FRESNO, CA 93727

Business Amendment Filing Approved

January 10, 2024

Entity Name: SIERRA CHARTER SCHOOL
Entity Type: Nonprofit Corporation - CA - Public Benefit
Entity No.: 2106863
Document Type: Statement of Information
Document No.: BA20240058199
File Date: 01/10/2024

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to **biz**fileOnline.sos.ca.gov and enter the entity name or entity number in the Search module.

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BA20240058199

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CA NONPROFIT CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20240058199

Date Filed: 1/10/2024

B2402-1412 01/10/2024 9:42 AM Received by California Secretary of State

Entity Details

Corporation Name	SIERRA CHARTER SCHOOL
Entity No.	2106863
Formed In	CALIFORNIA

Street Address of California Principal Office of Corporation

Street Address of California Office	1931 N. FINE AVE. FRESNO, CA 93727

Mailing Address of Corporation

Mailing Address	1931 N. FINE AVENUE FRESNO, CA 93727
Attention	Sherry Iida

Officers

Officer Name	Officer Address	Position(s)
LISA MARASCO	1931N. FINE AVENUE FRESNO, CA 93727	Chief Executive Officer
Sherry Iida	1931N. Fine Avenue Fresno, CA 93727	Secretary, Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Agent for Service of Process

Agent Name	LISA MARASCO
Agent Address	1931 N. FINE AVENUE FRESNO, CA 93727

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Sherry Iida — Signature

01/10/2024 — Date

Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Sherry Iida
SIERRA CHARTER SCHOOL
1931 N. FINE AVE.
FRESNO, CA 93727

Receipt Date: 01/10/2024
Receipt No.: 5938660

Receipt Detail

Description	Document/Payment No.	Amount
Nonprofit Corp - Statement of Information	BA20240058199	-$20.00
Certified Copy - BE	BA20240058199	-$5.00
Payment - Web Credit Card	42**********5558 / Auth. No. 06473G	$25.00

Total Amount Charged: **-$25.00**
Total Payment Received: **$25.00**

Business UCC

Sherry Iida
siida@sierracharter.org

My Business Records

Search My Records

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent	Actions
SIERRA CHARTER SCHOOL (2106863) *Nonprofit Corporation - CA - Public Benefit*	04/28/1998	Active	Nonprofit Corporation - CA - Public Benefit	CALIFORNIA	LISA MARASCO	

SIERRA CHARTER SCHOOL (2106863)

Nonprofit Corporation - CA - Public Benefit

File Amendment | File Statement of Information | Request Certificate

Initial Filing Date	04/28/1998
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Public Benefit
Principal Address	1931 N. FINE AVE. FRESNO, CA 93727
Mailing Address	1931 N. FINE AVENUE FRESNO,CA93727
Statement of Info Due Date	04/30/2026

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BYLAWS
OF
SIERRA CHARTER SCHOOL

(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Sierra Charter School.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 1931 N. Fine Avenue, City and County of 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 this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Sierra Charter School ("Charter School"), a California public charter 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. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Change the principal office or the principal business office in California from one

location to another; and designate a place in California for holding any meeting of the Board of Directors.

b. 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.

c. Adopt and use a corporate seal and alter the form of the seal.

The Board of Directors major roles and responsibilities shall include:

a. Establish and approve all major educational and operational policies.

b. Approve all major contracts.

c. Approve the Charter School's annual budget and monitor the Charter School's fiscal affairs.

d. Appoint and remove, at the pleasure of the Board of Directors, the Principal/CEO; prescribe powers and duties for the Principal/CEO as consistent with law, the articles of incorporation, and these bylaws; and fix the compensation for the Principal/CEO.

e. Delegate to the Principal/CEO the power to appoint and remove, at the pleasure of the Principal/CEO, all other corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; and fix their compensation.

Section 3. NUMBER OF DIRECTORS. The number of directors shall be no less than three (3) and no more than five (5).

The Principal/CEO of the Charter School shall serve as a member of the Board of Directors. The Principal/CEO will recues herself from any agenda items/votes that involve her employment relationship with the charter school.

With the exception of the Principal/CEO of the Charter School, no "interested persons" (as defined in Section 4 of this Article VII) may serve on the Board of Directors.

With the exception of the Principal/CEO of the Charter School, Board members shall be elected by the vote of the majority of the members of the entire Board of Directors. Prior to the vote of the directors, candidates to the Board shall be asked to provide the following information: (1) resume including education, (2) an explanation as to why the candidate would like to serve on the board of directors of a California public charter school, (3) a list of qualities the candidate brings to the Board, and (4) previous decision making experience. All candidates for election to the Board of Directors shall participate in an interview conducted by the Board. Only after this process has been completed shall the Board vote on the candidates to the Board. In the interests of fairness,

former Board members whose terms have expired must re-apply and go through this competitive process should they wish to serve another term on the Board.

Section 4. 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.

Section 5. DIRECTORS' TERM. Each director shall hold office for six (6) years. The Principal/CEO shall periodically review, keep track of, and apprise the Board of Directors as to the status of the expiration of director terms. There shall be no limit on the amount of terms for which a director may serve.

Section 6. 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 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving notice to the Chairman of the Board, if any, or to the Principal/CEO, 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 8. 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 .

Section 9. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 10 of this Article VII.

Section 10. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 11. 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 12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 13. 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).

Section 14. REGULAR MEETINGS. Regular meetings of the Board of Directors, 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 15. 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 the Principal/CEO, or the Secretary, or any two directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 16. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the 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 set forth in the notice of the meeting, may be transacted at a special meeting.

Section 17. QUORUM. A majority of the voting directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 18. 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 geographic

boundaries 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 19. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 20. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that a reasonable fee may be paid to directors for mileage/travel expenses. They shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

Section 21. CREATION AND POWERS OF BOARD COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more Board committees, each consisting of two or more voting directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such Board committee, who may replace any absent Board committee member at any meeting. Any such Board committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no Board committee may:

a. Take any final action on any matter that, under the California Nonprofit Public

[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.

Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. 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.

Section 22. MEETINGS AND ACTION OF BOARD 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 Board committees and the calling of special meetings of such Board committees may be set either by Board of Directors' resolution or, if none, by resolution of the Board committee. Minutes of each Board committee meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any Board committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the Board committee may do so.

Section 23. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 24. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a Chief Executive Officer ("Principal/CEO"), a Secretary, and a Chief Financial Officer ("Business Director/CFO"). The corporation, at the Board's direction, may also have a Chairman of the Board of Directors ("Chairman of the Board") and a Vice-Chairman of the Board of Directors ("Vice-Chairman of the Board").

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Business Director/CFO may serve concurrently as either the Principal/CEO or the Chairman of the Board.

Section 3. APPOINTMENT OF OFFICERS. The Principal/CEO shall be appointed by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of the Principal/CEO under any employment contract. The Board of Directors has delegated to the Principal/CEO the power to appoint all other officers, who shall serve at the pleasure of the Principal/CEO, 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 the Principal/CEO with or without cause, and the Board of Directors has delegated to the Principal/CEO the power to remove any other officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving notice to the Principal/CEO or 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.

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. CHIEF EXECUTIVE OFFICER ("PRINCIPAL/CEO"). Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to the Principal/CEO's contract of employment, the Principal/CEO 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 Principal/CEO shall have such other powers and duties as the Board of Directors or the bylaws may require.

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 regular or special, and if special, how authorized; the notice given; and the names of

the directors present at Board of Directors and Board committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary 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 ("BUSINESS DIRECTOR/CFO"). The Business Director/CFO 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 Business Director/CFO 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 Business Director/CFO 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 Principal/CEO, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Business Director/CFO 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.

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.

d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Sierra Charter School Conflict of Interest Policy have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under

Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of the Board and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.

This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an un-audited 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 un-audited annual report to all directors, or as a separate document , 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: Any transaction (i) in which the corporation 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 any director or officer of the corporation.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, and the nature of their interest.

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 change any provisions of the Charter that created the Sierra Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 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 Sierra Charter School, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of this corporation as amended by the Board of Directors on October 28, 2021 and that these bylaws have not been amended or modified since that date.

Executed on 11:00 A.M. at Fresno, California.

Sherry Iida

Sherry Iida, Secretary

Sierra Charter School

2024-2025 School Calendar

JULY

S	M	T	W	T	F	S
	(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			

Closed Days 14

Instr. Days 0 Holidays 1

AUGUST

S	M	T	W	T	F	S
				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

Instr. Days 20 Holidays 0

SEPTEMBER

S	M	T	W	T	F	S
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					

Instr. Days 20 Holidays 1

OCTOBER

S	M	T	W	T	F	S
		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		

Instr. Days 23 Holidays 0

NOVEMBER

S	M	T	W	T	F	S
					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

Closed Days 3

Instr. Days 15 Holidays 3

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	**19**	20	21
15	16	17	18	19	20	21
22	(23)	[24]	[25]	(26)	(27)	28
29	(30)	[31]				

Closed Days 5

Instr. Days 14 Holidays 3

JANUARY

S	M	T	W	T	F	S
			[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	

Closed Days 2

Instr. Days 19 Holidays 2

FEBRUARY

S	M	T	W	T	F	S
						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	

Instr. Days 18 Holidays 2

MARCH

S	M	T	W	T	F	S
						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					

Instr. Days 21 Holidays 0

APRIL

S	M	T	W	T	F	S
		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			

Closed Days 4

Instr. Days 16 Holidays 2

MAY

S	M	T	W	T	F	S
				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

Instr. Days 9 Holidays 1

JUNE

S	M	T	W	T	F	S
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)					

Closed Days 7

Instr. Days 0 Holidays 1

School Starts → August **5**

School Ends → May **13**

175 Instructional Days → **171** **2** **2**

First Semester Ends → December **19**

(Closed Days)

Last Day of Enrollment → February [13] Earlier if school is at capacity

Quarter Periods	Semesters *
1st Qtr = Aug. 5th - Oct. 4th	2nd Qtr = Oct. 7th - Dec. 19th*
3rd Qtr = Jan. 6th - Mar. 7th	4th Qtr = Mar. 10th - May 13th*

Grade Level	Annual Instructional Minutes
Kindergarten	36,000
Grades 1-3	50,400
Grades 4-8	54,000
Grades 9-12	64,800

1st Apportionment	P-1	November 22, 2024	23
2nd Apportionment	P-2	March 14, 2025	14

Thanksgiving Break	Nov. 25th thru Nov. 29th
Winter Break	Dec. 20th thru Jan. 3rd
Spring Break	Apr. 14th thru Apr. 21st

Sierra Charter Office - CLOSED
Thanksgiving, Winter & Spring Break & Holidays

Holidays (16)		[]
July	4	Independence Day
September	2	Labor Day
November	11	Veterans Day
November	28	Thanksgiving
November	29	Day After Thanksgiving
December	24	Christmas Eve
December	25	Christmas Day
December	31	New Year's Eve
January	1	New Year's Day
January	20	Martin Luther King Jr. Day
February	10	Lincoln's Birthday
February	17	Presidents' Day
April	18	Good Friday
April	21	Exchanged for Cesar Chavez
May	26	Memorial Day

FIFTH MODIFICATION OF AMENDED AND RESTATED MASTER LEASE BETWEEN UNIVERSITY MONTEREY SPE, LIMITED PARTNERSHIP AND SIERRA CHARTER SCHOOL

This Fifth Modification of Amended and Restated Master Lease (the "Fifth Amendment") made and entered into as of 18th day of May, 2022, by and between University Monterey SPE Limited Partnership, a California limited partnership, hereafter referred to as "Landlord", and Sierra Charter School, a California non-profit organization hereafter referred to as "Tenant."

WHEREAS, Landlord leased certain premises in the Monterey Village Complex at 1931, 1885, 1903, 1923 N Fine Avenue and 1939 N Fine Avenue, Suite 103, Fresno, California (the "Original Premises"), to Tenant pursuant to that certain Amended and Restated Master Lease executed by and between Landlord and Tenant, dated the 1st day of July 2007 (the "Master Lease");

WHEREAS, the parties entered into a First Modification of the Amended and Restated Master Lease executed by and between Landlord and Tenant (the "First Amendment") effective July 1, 2009 to add certain Expansion Space known as 1939 N Fine Avenue, Suite 101 (the "1939 Expansion Space);

WHEREAS, the parties entered into a Second Modification of Amended and Restated Master Lease executed by and between Landlord and Tenant (the "Second Amendment") dated May 1st, 2010 which extended the term of the Master Lease for an additional five (5) years from July 1, 2012 through June 30, 2017 (the "First Extended Term");

WHEREAS, the parties entered into a Third Modification of Amended and Restated Master Lease executed by and between Landlord and Tenant (the "Third Amendment"), dated 17th day of July 2012 which gave Sierra Charter School permission to install five (5) rubber speed bump in the driveways of the Project;

WHEREAS, the parties entered into a Fourth Modification of Amended and Restated Master Lease executed by and between Landlord and Tenant (the "Fourth Amendment"), dated May 7th, 2014 which extended the term for period July 1, 2017 to June 30, 2022 (the "Fourth Extended Term") and added 2,644 square feet (the "1875 Expansion Space") located at 1875 N Fine, Fresno, California commencing June 1, 2014, to the Lease;

WHEREAS, after the Fourth Amendment was entered into, Landlord and Tenant entered into a certain Office Lease Monterey Village for 1915 Fine Ave, Suite 103, Fresno, CA ("1915-103"), dated April 20th, 2015 (the "1915-103 Lease") consisting of 765 net rentable square feet with Tenant's Percentage Share of 2.59% and Tenant's Utility Share of 2.59%;

WHEREAS, Landlord is not holding a Security Deposit for 1915-103;

WHEREAS, Landlord is currently holding a Security Deposit in the amount of $19,356.00, which has been allocated as follows:

Master Lease	Security Deposit
Original Premises	
1885 N Fine	$1,739.00
1903 N Fine	$4,018.00
1923 N Fine	$4,410.00
1931 N Fine	$3,395.00
1939 N Fine, Suite 103	$611.00
subtotal	$14,173.00
1939 Expansion Space	
1939 N Fine, Suite 101	$2,454.00
subtotal	$16,627.00
1875 Expansion Space	
1875 N Fine	$2,729.00
Total	**$19,356.00**
1915-103 Lease	Security Deposit
1915 N Fine, Suite 103	Waived
Grand Total	**$19,356.00;**

WHEREAS, the 1915-103 Lease had a Commencement Date of July 1, 2015 and an Expiration Date of June 30, 2022 and the parties wish to incorporate 1915-103 into this Fifth Amendment;

WHEREAS, the Master Lease, the First Amendment, Second Amendment, Third Amendment, the Fourth Amendment, the 1915-103 Lease and this Fifth Amendment, as may be further modified from time to time, are collectively referred to as the "Lease;"

WHEREAS, the Original Premises, the 1939 Expansion, the 1875 Expansion Space, and 1915-103 are collectively referred to as the "Premises;"

WHEREAS, for the period July 1, 2021 to June 30, 2022, the square footage, current monthly Base Rent and Tenant's Percentage Share of the Premises is as follows:

Period	7/1/2021-6/30/2022		
Master Lease	SQ. FT.	Base Rent	Tenant's Percentage Share
Original Premises			
1885 N Fine	3,248	$4,063.35	10.98%
1903 N Fine	4,204	$5,259.34	14.22%
1923 N Fine	4,174	$5,221.79	14.11%
1931 N Fine	4,039	$5,052.90	13.66%
1939 N Fine, Suite 103	643	$804.41	2.17%
subtotal	16,308	$20,401.79	55.14%
1939 Expansion Space			
1939 N Fine, Suite 101	1,203	$1,504.99	4.07%
subtotal	17,511	$21,906.78	59.21%
1875 Expansion Space			
1875 N Fine	2,644	$3,261.18	8.94%
Total	**20,155**	**$25,167.96**	**68.15%**
1915-103 Lease	SQ. FT.	Base Rent	Tenant's Percentage Share
1915 N Fine, Suite 103	765	$666.95	2.59%
Grand Total	**20,920**	**$25,834.91**	**70.74%**

WHEREAS, the Lease currently has an Expiration Date of June 30, 2022 and Tenant wishes to extend the term of the Lease for an additional five years from July 1, 2022 to June 30, 2027 (the "Fifth Extended Term"); and

WHEREAS, Tenant also desires Landlord to address the following issues:

a. Landlord is to undertake specified roof repairs;

b. Landlord is to approve of a fencing plan and Landlord to pay for the removal of agreed to trees;

c. Landlord and Tenant to negotiate leasing certain expansion space should that space become available; and

d. Landlord and Tenant to negotiate the sale of the Property and/or Premises when Tenant is in a financial position to consider said purchase;

NOW THEREFORE, it is agreed as follows:

1. Section 1.3 of the Lease shall be amended and restated in its entirety to provide as follows:

"1.3 Premises: For the Fifth Amendment shall be:

Location	Suite	
1885 N Fine	Entire Building	("1885-101")
1903 N Fine	Entire Building	("1903-101")
1923 N Fine	Entire Building	("1923-101")
1931 N Fine	Entire Building	("1931-101")
1939 N Fine	Suite #101	("1939-101")
1939 N Fine	Suite #103	("1939-103")
1875 N Fine	Entire Building	("1875-101")
1915 N Fine	Suite #103	("1915-103")."

2. Section 1.5 of the Lease shall be amended and restated in its entirety to provide as follows:

"1.5 Rentable Area of the Premises: For the Fifth Amendment, the rentable area is as follows:

Location	SQ. FT.
1885-101	3,248
1903-101	4,204
1923-101	4,174
1931-101	4,039
1939-101	1,203
1939-103	643
1875-101	2,644
1915-103	765
Total	20,920."

3. Section 1.9 of the Lease shall be modified by adding the following:

"1.9 Commencement Date: For the Fifth Extended Term, July 1, 2022:"

4. Section 1.10 of the Lease shall be modified by adding the following:

"1.10 Expiration Date: For the Fifth Extended Term: June 30, 2027."

5. Section 1.12 of the Lease shall be amended and restated in its entirety to provide as follows:

"1.12 Security Deposit: For the Fifth Amendment is as follows:

$14,173	Original Premises
$2,454	1939-101 Expansion Space
$2,729	1875 Expansion Space
$0	1915-101 Expansion Space
$19,356	Total."

6. Section 1.13 of the Lease shall be amended and restated in its entirety to provide as follows:

"Section 1.13 Tenant's Percentage Share: For the Fifth Amendment is as follows:

Location	Tenant's Percentage Share
1885 N Fine	10.98%
1903 N Fine	14.22%
1923 N Fine	14.11%
1931 N Fine	13.66%
1939 N Fine #101	4.07%
1939 N Fine #103	2.17%
1875 N Fine	8.94%
1915 N Fine, #103	2.59%
TOTAL	70.74%."

7. Section 1.13A of the Lease shall be amended and restated in its entirety to provide as follows:

"Section 1.13A Tenant's Utility Share: For the Fifth Amendment is as follows:

Location	Tenant's Percentage Share
1885 N Fine	10.98%
1903 N Fine	14.22%
1923 N Fine	14.11%
1931 N Fine	13.66%
1939 N Fine #101	4.07%
1939 N Fine #103	2.17%
1875 N Fine	8.94%
1915 N Fine, #103	2.59%
TOTAL	70.74%."

8. Section 4 of the Lease shall be amended and restated in its entirety as follows:

"1.11 Base Rent: The parties agree that the monthly Base Rent (the "Base Rent") due on the first day of each month for the period July 1, 2022 to June 30, 2027 shall be as follows:

a. For the period July 1, 2022 through June 30, 2023, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

b. For the period July 1, 2023 through June 30, 2024, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

c. For the period July 1, 2024 through June 30, 2025, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

d. For the period July 1, 2025 through June 30, 2026, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

e. For the period July 1, 2026 through June 30, 2027, the Base Rent shall be the prior year's Base Rent plus the Adjustment Factor.

The "Adjustment Factor" shall mean the increase, if any, in the Consumer Price Index All Urban Consumers for Los Angeles-Riverside-Orange County, CA (CUURA421SA0)."

9. Roof Repair. Landlord shall obtain a roof report on each building occupied by Tenant and perform the necessary corrective work recommended by the report to flat roofs and drains.

10. Fence Plan. Tenant has submitted a fence plan, a copy of which is attached as Exhibit A. Landlord approves of the fence plan and agrees to remove trees as shown in the agreed upon fence plan.

11. Property Taxes. Section 7 of the Master Lease shall be amended and restated in its entirety as follows:

"7. TENANT'S SHARE OF INCREASED COSTS.

(a) The rental payable by Tenant during each calendar year shall be increased by (i) Tenant's Percentage Share of the total dollar increase, if any, in Operating Expenses (as defined herein) paid or incurred by Landlord in such calendar year in excess of $57,935 and Tenant's Percentage Share of the Property Taxes (as defined herein) paid or incurred by Landlord in such calendar year.

(b) During December of each calendar year or as soon thereafter as practicable Landlord shall give Tenant written notice of Landlord's estimate of the amounts payable by Tenant under subsection (a) above for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December then Tenant shall continue to pay on the basis of the prior year estimate until the first day of the calendar month next succeeding the date such notice is given. If at any time or times it appears to Landlord that the amounts payable under subsection (a) above for the current calendar year will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimates for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate. Alternatively, rather than bill Tenant based upon estimated payments, at Landlord's election, Landlord may bill Tenant after the conclusion of a calendar year based upon that year's actual Property Taxes and Operating Expenses. If Landlord chooses to bill Tenant in arrears, then the amounts payable by Tenant under subsection (a) above for prior calendar years shall be due ten (10) days after receipt of Landlord's written invoice.

(c) Except as provided otherwise in subsection (b) above, after the close of a calendar year, Landlord shall deliver to Tenant a statement of amounts payable under subsection (a) above for such calendar year. If such statement shows an amount owing by Tenant that is less than the estimated payments for such calendar year previously made by Tenant and Tenant is not in default in the performance or

observance of any of the terms, covenants or conditions of this Lease at the time such statement is delivered, Landlord shall credit such amount to the next rental payments falling due under this Lease; provided, however, that if such sums are due to Tenant at the end of the lease Term, such sums will be paid to Tenant within (30) days. If such statement shows an amount owing by Tenant that is more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of such statement. The respective obligations of Landlord and Tenant under subsections (b) and (c) shall survive the expiration or other termination of the term of this Lease, and if the term of this Lease shall expire or terminate on a day other than the last day of the calendar year, the adjustment in rent pursuant to this paragraph 7 for the calendar year in which the term expires or otherwise terminates shall be prorated in the proportion that the number of days in such year preceding expiration or termination of the Lease bears to the number 365.

(d) Unless the context otherwise specifies or requires, as used herein the following terms shall have the meanings specified:

(i) "Operating Expenses" shall mean (i) all costs of management, operation and maintenance of the Project, including, without limitation, janitorial, maintenance, security guard and other service contracts and association dues, charges for heat, light, power, and other utilities furnished by Landlord and not furnished by Tenant or not otherwise billed to Tenant by Landlord; materials, supplies, equipment and tools; maintenance and repairs; the cost of window covering, insurance premiums and license, permit and inspection fees; depreciation on personal property; assessments paid to any condominium owners' association other than such assessments for matters which would not be properly chargeable to Tenant under this Lease in the absence of such condominiumization; management office rent or rental value; management fees; and wages, salaries, employee benefits and payroll burden of personnel engaged in the management, operation and maintenance of the Project; and (2) the cost or portions thereof allocable to the Project of any improvements made to the Project by Landlord after the Commencement Date that reduce other Operating Expenses or become required after the date of this Lease as a result of governmental orders, ordinances, codes, rules and regulations; provided, however, that Operating Expenses shall not include Property Taxes, depreciation of the Project costs of tenants' improvements, real estate brokers' commissions, executive salaries (exclusive of salaries, wages or fees paid for management activities) and capital items other than those referred to in this clause. The determination of all Operating Expenses allocable to the Project shall be made by Landlord in good faith and shall be final and binding on Tenant.

(ii) "Property Taxes" shall mean all taxes, assessments and charges levied upon or with respect to the Project. Property Taxes shall include, without limitation, all general real property taxes and general and special assessments, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into this Lease or any other lease of space in the Project, or on the use or occupancy of the Project or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Project, that are now or hereafter levied or assessed against Landlord by the United States of America, the State of California, or any political subdivision, public corporation, district or other political or public entity, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for, or as an addition to, in whole or in part, any other Property Taxes, as well as any and all assessments imposed by any condominium owners' association, which are attributable to Property Taxes. Property Taxes shall not include income, franchise, transfer, inheritance or capital stock taxes, unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for, or as an addition to, in whole or in part, any other tax which would otherwise constitute a Property Tax. Property Taxes shall also include reasonable legal fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Property Taxes.

(iii) Reserved.

(iv) Reserved.

(v) "Tenant's Percentage Share" shall mean that percentage set forth in Section 7 of this Fifth Amendment, and as may be further adjusted in the future. This percentage figure has been obtained by dividing the net rentable area of the Premises, which Landlord and Tenant agree is set forth in Section 2 of this Fifth Amendment, and as may be further adjusted in the future, by the total net rentable area of the Project, which Landlord and Tenant agree is presently 29,574 square feet, and multiplying such quotient by 100. In the event Tenant's Percentage Share is changed during a calendar year by reason of a change in the net rentable area of the Premises or the Project, Tenant's Percentage Share shall thereafter mean the result obtained by dividing the new net rentable area of the Premises, if any, by the new total net rentable area of the Project, if any, and multiplying such quotient by 100.

(e) Notwithstanding the above, in the event that Tenant's status as a school results in an exemption from the property tax for Landlord on Premises occupied by Tenant, then Tenant (for the years and to the extent the exemption applies) shall not be liable for reimbursing Landlord for Landlord's property taxes under this Section 7 of the Lease. If Tenant determines that its exemption may be passed onto Landlord, Tenant

shall promptly and timely file a claim for Organizational Clearance Certificate with the State Board of Equalization and a Claim for Welfare Exemption with the County of Fresno Assessor's Office. Tenant shall also meet periodic filing requirements which shall be filed on a timely basis. Tenant shall remain liable to reimburse Landlord for Tenant's Percentage Share of Landlord's Property Taxes for the years when the exemption is inapplicable and/or to the extent it is determined that the exemption is inapplicable. Landlord and Tenant agree that due to Tenant's tax exempt status, Landlord is charging a lower than market rent."

12. 1939-102 Expansion Space. Should the current tenant who occupies 1939 North Fine, Suite 102 (the "1939-102 Expansion Space") be unable to sell its business and decide to terminate its lease, Landlord shall notify Tenant of its availability. The area of the Expansion Space is approximately 858 square feet and Tenant's Percentage Share is 2.9%. Tenant shall have the right to rent the Expansion Space at the then average rent per square foot that current tenant is then paying.

13. Purchase of the Property and/or Premises. Should Tenant become financially able to purchase either the Premises or the entire Property, Tenant shall deliver a written notice to Landlord that its financial position has changed and thereafter, the parties shall negotiate for a period of not less than sixty (60) days from the receipt by Landlord of Tenant's written notice in good faith the terms of a purchase and sale.

14. Execution. This Fifth Amendment may be executed in any number of identical counterparts, each constituting an original, but all of which shall together constitute one and the same instrument. The parties agree that this Fifth Amendment, agreements ancillary to this Fifth Amendment, and related documents to be entered into in connection with this Fifth Amendment will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

15. In all other respects, the terms of the Lease are hereby reaffirmed except as explicitly modified by this Fifth Amendment.

IN WITNESS HEREOF, Landlord and Tenant have executed this Fifth Amendment by representatives duly authorized so to do as of the day and year first hereinabove written.

[*Signatures on the next page*]

LANDLORD

University Monterey SPE Limited Partnership, a California limited partnership

By: University Monterey SPE Manager LLC, a Delaware limited liability company, its general partner

By: _____
Allan H. Cadgene, Manager

TENANT

Sierra Charter School, a California non-profit organization

By: _____
Lisa Marasco, Principal, CEO

Exhibit A

Fence Plan

To be provided.


1915
1923
Sierra Charter School
Sandwich Shoppe
Sandwich
1911
1903
1885
1875

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? ☑ 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.

I became aware of the position to serve as a board member for Sierra Charter School, through Mr. Dwayne Stewart. He cordially invited me to sit on the board.

2. Explain why you wish to serve on the board.

I wish to serve on the board as an "outside person. While the current members of the board have been previously educators, I believe that my input as a parent of a child who attended a public school would bring new and refreshing ideas and input from a different point of view.

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.

I previously have been involved in two professional not-for-profit organizations. The primary purposes of the organizations were to promote and encourage a higher education for our Hispanic youths throughout the Central Valley. As treasurer of the Latinas Unidas; my primary function was to oversee the organization's cash flow including but not limited to balancing the budget, compose projected budgets, prepare profit and loss statements. My tenure for this position was for two years.

4. Describe your understanding of the appropriate role of a public charter school board member.

Oversee the school's budget and school policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

As previously stated, I have previously served as the treasurer for a not-for-profit organization whereby I was in charge of preparing as well as presenting to our board an accountings, profit and loss statements as well as budgets for this organization. Although, this was on a smaller scale, this position was highly regarded in that I was responsible to thoroughly give the board members as well as members of the organization an accounting for such funds.

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: Maria Guadalupe Garcia-Delgado	
Name: Maria Guadalupe Garcia-Delgado	
Position on the Board: Board Member	Date: 10-17-24

Maria Guadalupe Garcia-Delgado

Education History

- **Graduate from Merced High School, North Campus, Merced, California June 1984**
- **Associates of Art Degree – June 1987, Merced Jr. College, Merced, CA**
- **Paralegal Certification - September 1990, Humphrey's Law School, Stockton, CA**

Employment History:

- **1990 to 1993, Law Office of Cyril L. Lawrence, 2111 K Street, Merced, CA 95340, Taxation Paralegal;**
- **1993 to 1995, Law Office of Geraldine Brown, 640 West 20th Street, Merced, CA 95340; Family Law Paralegal**
- **1996 to 2000, Law Office of Nancy C. Staggs, 2000 No. Schnoor Ave., Madera, CA 93637, Family Law Paralegal**
- **2000 to 2004 – Law Office of Richard A. Lima, Family Law Paralegal**
- **2003 to present – Executive Legal Solutions, Self-employed legal document assistant, specializing in family law related issues.**

Professional Licenses/Credentials:

- **Paralegal certification**

Professional Affiliations:

- **Latinas Unidas, Treasurer (2002 and 2003). La Raza Lawyers Association – Secretary (Calendar years: 2001, 2002, 2003)**

Professional References:

- **Roseanne S. Bonilla, Realtor/Broker, Nora Salazar & Associates, 559.673.6672,**
- **Alfred A. Gallegos, Law Office of Alfred A. Gallegos, 559.288.1624**

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? ☑ 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.

Lisa Marasco and I worked together at FCOE in the Migrant Education Program; therefore, I have been aware of Sierra Charter School from its inception. During the time I was Superintendent at Golden Plains USD, Lisa and I first discussed the possibility of serving on the board once I retired from the district. When an opening on the board became available, Lisa invited me to sit on the board.

2. Explain why you wish to serve on the board.

I wish to serve on the board because I truly believe Sierra Charter School is an excellent Charter School with a highly qualified administrative staff who believe in quality education for all their students. I also believe that for me, as a retired school administrator, this is a natural progression in my educational career; and perhaps, in some way as a Board Member, I will be able to help see that the school continues to maintain and provide this high standard of education for all of their students.

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.

No, I have not previously served on a board of a school district or a not-for-profit corporation.

4. Describe your understanding of the appropriate role of a public charter school board member.

The appropriate role would be to oversee the school's budget and policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I believe that my employment history indicates the knowledge and the experience that I would bring to the 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: Joann Evans

Name: Joann Evans

Position on the Board: Board Member | Date: 10-17-24

Resume for Joann Evans – Board Member

Education History

- **Fresno Pacific College, Master of Arts Degree in Education, 1990**
- **CSU Fresno, Elementary Teaching Credential, 1968**
- **CSU Fresno, Bachelor of Arts Degree in Speech Communications, 1967**

Employment History

- **Retired Administrator**
- **Golden Plains Unified School District, Fresno County – 1998 to 2008**
  - **º District Superintendent – 2005 to 2008**
  - **º Retired Administrator – 2004 to 2005**
  - **º Assistant Superintendent – 2000 to 2004**
  - **º Director of State and Federal Programs – 1998 to 2000**
- **Self-Employed Business Owner and President, Clovis, California – 1992 to 1998**
- **Fresno County Office of Education, Migrant Education Program – 1975 to 1992**
  - **º Associate Administrator – August 1, 1991 to June 30, 1992**
  - **º Program Manager, Staff Development/Curriculum and Fresno Unified School District – 1982 to 1991**
  - **º Coordinator, Staff Development – 1980 to 1982**
  - **º Migrant Consultant, Fresno Unified School District – 1979 to 1980**
  - **º Migrant Area Consultant, County Schools – 1976 to 1979**
  - **º Migrant Resource Teacher – 1975 to 1976**
- **Chula Vista City School District, Harborside Elementary School, Chula Vista, CA – 1968 to 1975**
  - **º Remedial Reading Teacher, E.S.A.A. – 1974 to 1975**
  - **º Elementary Teacher – 1968 to 1974**

Professional Licenses/Credentials

- **Standard Administrative Credential (Life)**
- **Standard Elementary Teaching Credential (Life)**

Professional Affiliations (Corporate Positions, Board Positions, etc)

- **Member, Phi Delta Kappa, 1989- present**

- **Member, Association of California School Administrators, 1984-1992 and 2001-2008**
- **Member, California Association of Compensatory Education, 1988-1992**
- **Member, International Reading Association, 1975-1992**
- **Member, California Reading Association, 1975-1992**
- **Member, California Teachers Association, 1968-1976**
- **Member, Chula Vista Elementary Education Association (C.V.E.E.A.) 1968-1975:**
  - **Secretary (1973-1974)**
  - **Appointed Representative to CEC (1972-1973)**

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? ☑ 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.

I became aware of the opportunity to serve on the school board after a conversation with my longtime friend, Joann Evans. She shared her experiences working with Principal Lisa Marasco, an excellent administrator dedicated to student success. The prospect of contributing to our community and making a positive impact on students' lives excited me, as I have always been passionate about education and supporting young people in their growth.

2. Explain why you wish to serve on the board.

I wish to serve on the School Board because I have heard wonderful things about the programs that are implemented at Sierra Charter School. Now that I am retired, I am seeking opportunities to continue making a difference in the lives of students, and I believe serving as a board member for SCS would allow me to do just that.

I am passionate about ensuring that all students have access to a high-quality education that meets their individual needs and prepares them for success in college, career, and life. Lisa Marasco is an excellent Administrator and I would be honored to be a part of Sierra Charter's Team.

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.

I have never been on a School Board or any board of a non-public school or a non-profit corporation.

4. Describe your understanding of the appropriate role of a public charter school board member.

My understanding of the appropriate role of a public charter school board member is to oversee the school's budget and school policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

With over 40 years of experience in Fresno County school districts, I have dedicated my career to developing programs that foster student success. My extensive background includes collaborating with various administrators and managing diverse budgets, equipping me with a deep understanding of the complexities involved in educational governance.

My sincere passion for students' success drives my commitment to ensuring that every child has access to the resources and support they need to thrive. I believe that my

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: Karen Kourafas	
Name: Karen Kourafas	
Position on the Board: Board Member	Date: 10-17-24

Resume for Karen Kourafas – Board Member

Education History

- **University of Southern California, 1974, Master of Science Degree in Education**
- **University of Southern California Elementary Teaching Credential 1974**
- **University of Sothern California Early Childhood Education Teaching Credential1974**
- **University of Southern California Bachelor of Science Degree in Elementary Education 1973**

Employment History

- **Fresno County Office of Education, Migrant Education Program 1976-2015**
  - **Program Manager, Early Childhood Education Program 2010-2015**
  - **Program Area Coordinator, Early Childhood Education Program 1999-2010**
  - **Migrant Education Resource Teacher, Fresno County Schools 1976-1999**
- **University of Southern California School for Early Childhood Education-Los Angeles**
  - **Master Teacher State Demonstration School 1974-1976**
- **Home Pipe and Supply-Gardena California**
- **Bookkeeper/ Accounts Payable/ Accounts Receivable/Payroll 1966-1971**

Professional Licenses Credentials

- **Standard Administrative Credential-(Life)**
- **Standard Elementary Credential-(Life)**
- **Early Childhood Education Credential**

Professional References

- **JoAnn Evans-439-3005**
- **Ruben Castillo**

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? ☑ 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.

I am a founding member of the charter school.

2. Explain why you wish to serve on the board.

As the prior Principal and the current CEO, I want to be able to represent the school as a board member.

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.

No, I have not.

4. Describe your understanding of the appropriate role of a public charter school board member.

Sierra Charter School Board Members oversee the school's budget and policies.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I bring first-hand knowledge of the school and it's operations.

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: Lisa Marasco

Name: Lisa Marasco

Position on the Board: Board President | Date: 10-17-24

Resume for Lisa Marasco – SCS Board Member

Education History

- **Queen of the Valley Academy, Fresno – HS Diploma, 1970**
- **CSUFresno - BS Child Development, 1974**
- **CSUFresno - Elementary Teaching Credential, 1979**
- **Fresno Pacific University – Administrative Services Credential, 1984**
- **Fresno Pacific University – MA Language Development, 1994**

Employment History

- **July 2024 – Present: Sierra Charter School, CEO**
- **April 1998 – June 2024: Sierra Charter School, Principal/CEO**
- **August 1995 – March 1998: FCOE Migrant Education, Coordinator**
- **July 1992 – June 1995: Clovis Unified, Special Projects, Resource Teacher**
- **August 1980 – June 1992: FCOE Migrant Education, Resource Teacher**
- **August 1976 – June 1980: Oro Loma School, Firebaugh, Teacher**

Professional Licenses/Credentials

- **Clear Crosscultural, Language and Academic Development Certificate, 1994**
- **Personnel Administrators Academy, 1997**

Professional References

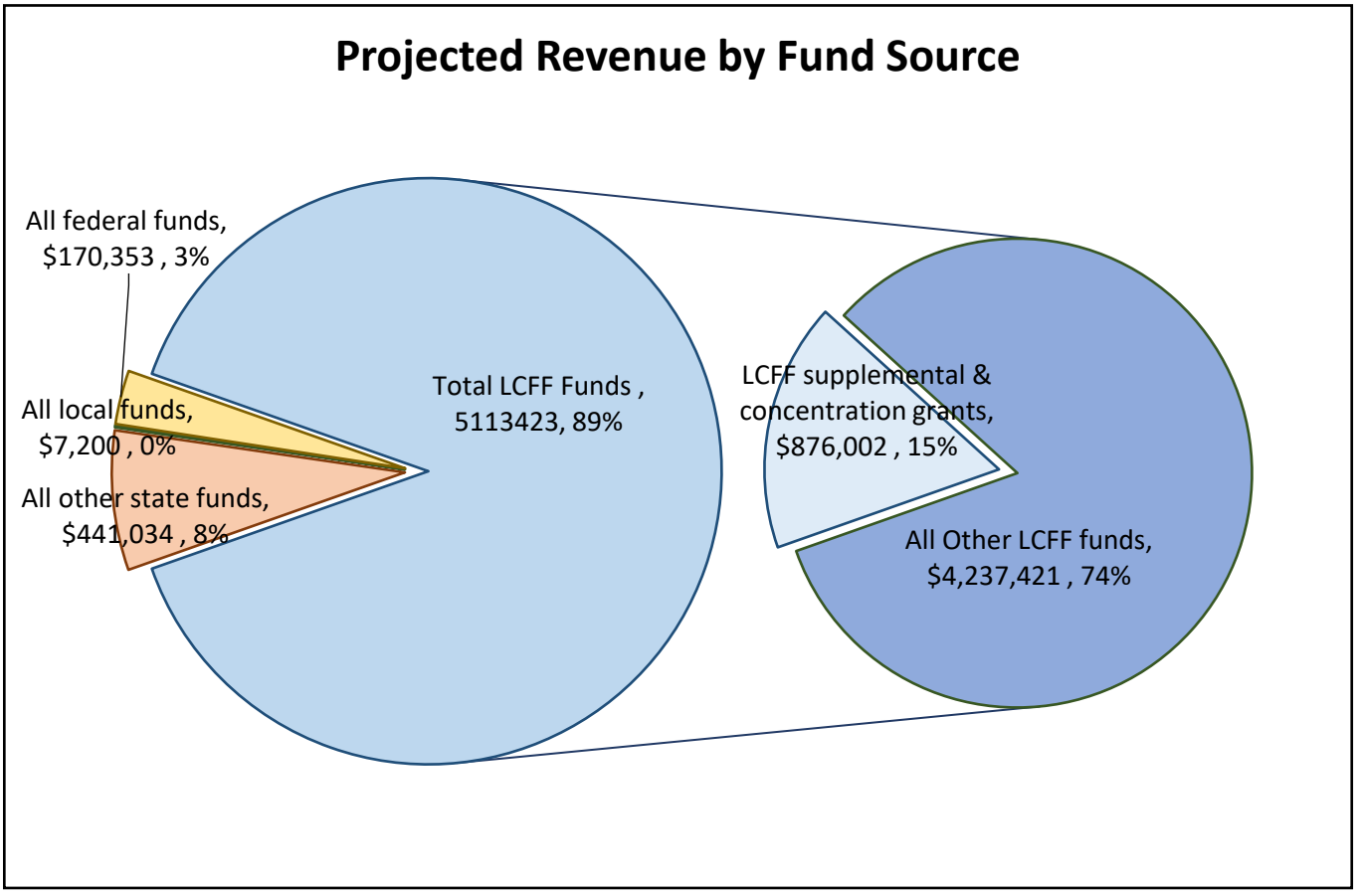
- **Kevin Cookingham, CUSD Administrator – 327-2800**
- **Carol J. Lopez – FCOE California PASS Director – 265-4050**

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Sierra Charter School			
CDS Code: 10-62166-0114355			
School Year: 2024-25			
LEA contact information: Sherry Iida	559-476-3402	siida@sierracharter.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).

Budget Overview for the 2024-25 School Year

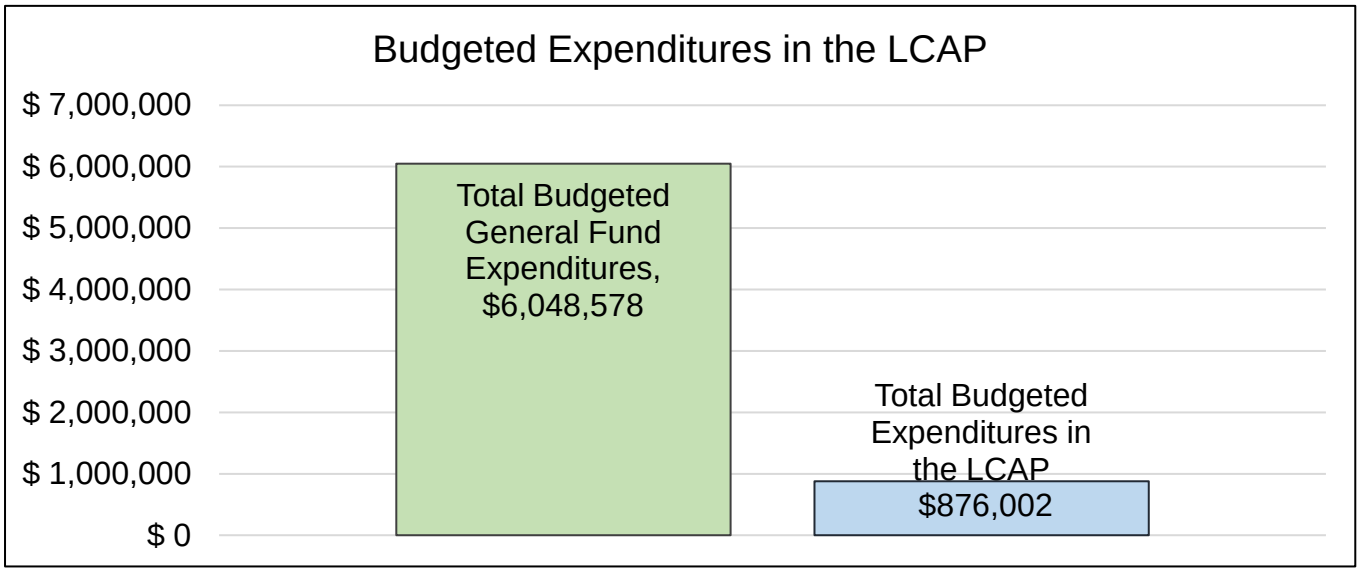


This chart shows the total general purpose revenue Sierra Charter School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Sierra Charter School is $5,732,010.00, of which $5,113,423.00 is Local Control Funding Formula (LCFF), $441,034.00 is other state funds, $7,200.00 is local funds, and $170,353.00 is federal funds. Of the $5,113,423.00 in LCFF Funds, $876,002.00 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 Sierra Charter School 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: Sierra Charter School plans to spend $6,048,578.00 for the 2024-25 school year. Of that amount, $876,002.00 is tied to actions/services in the LCAP and $5,172,576.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

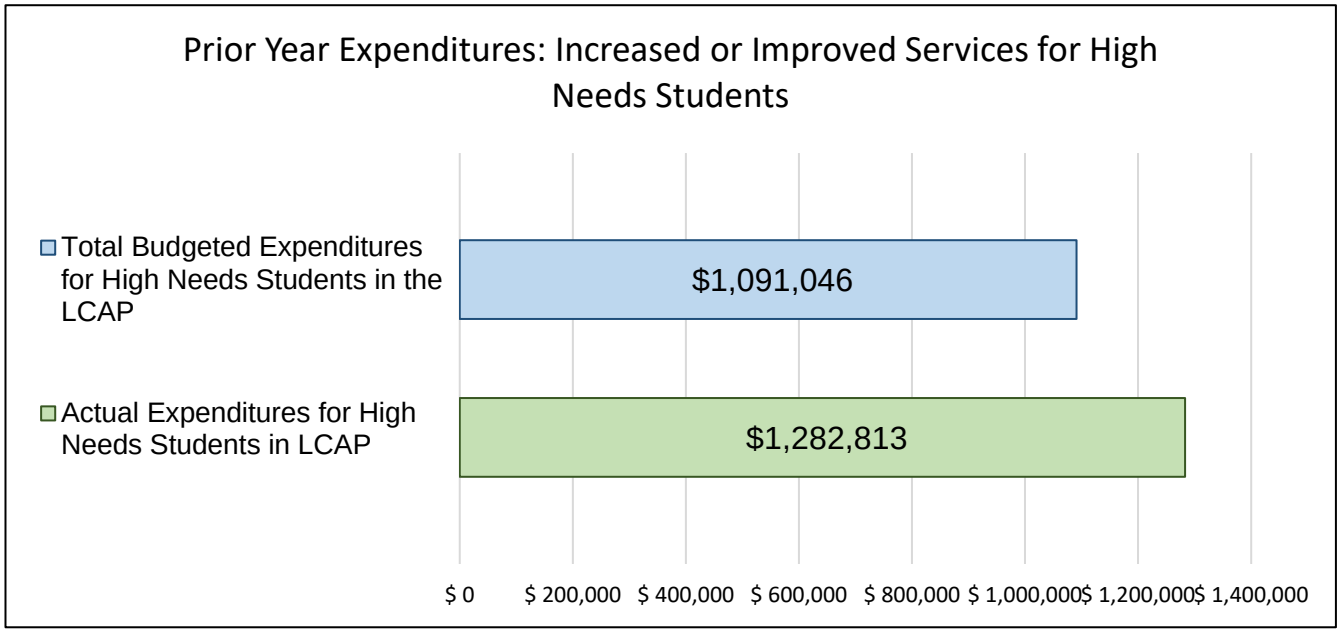
Salaries/benefits: teachers, credentialed support & classified staff, supplies, non-cap furn/equip, liability insurance, utitilities, facilities, contracted services (i.e. Speech, OT & CSMCI -Back Office Co. for Finance), on-line curriculum, legal, phone/internet, oversight fees, Special Education and any federal and state categoricals.

Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Sierra Charter School is projecting it will receive $876,002.00 based on the enrollment of foster youth, English learner, and low-income students. Sierra Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Sierra Charter School plans to spend $876,002.00 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 Sierra Charter School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Sierra Charter School 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, Sierra Charter School's LCAP budgeted $1,091,046.00 for planned actions to increase or improve services for high needs students. Sierra Charter School actually spent $1,282,813.00 for actions to increase or improve services for high needs students in 2023-24.

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
Sierra Charter School	**Lisa Marasco, Principal/CEO**	**lmarasco@sierracharter.org** **(559) 476-3401 office (559) 285-1676 cell**

Goals and Actions

Goal

Goal #	Description
1	**Professional development will be provided yearly in the areas of teacher improvement, curriculum planning and analysis, resources and support.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Appropriately assigned and fully credentialed teachers	85% of the teachers will be fully credentialed and 4% of the teachers are misassigned. Data Year: 2020-21 Data Source: CTC Website	79% of the teachers were fully credentialed and 0% were misassigned. Data Year: 2021-22 Data Source: CTC Website	87% of the teachers were fully credentialed and 0% were misassigned. Data Year: 2022-23 Data Source: CTC Website	85% fully credentialed and 100% appropriate assigned for the students they are teaching. Data Year: 2023-24 Data Source: CTC Website	90% of the teachers will be fully credentialed and 100% appropriately assigned for the students they are teaching. Data Year: 2023-24 Data Source: CTC Website

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Professional Development days	100% of the teaching staff will participate in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2020-21 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2021-22 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2022-23 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff will participate in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets
Curriculum development days	100% of the teaching staff will participate in curriculum development days. Data Year: 2020-21 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in curriculum development days. Data Year: 2021-22 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in curriculum development days. Data Year: 2022-23 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff participated in curriculum development days. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets	100% of the teaching staff will participate in curriculum development days. Data Year: 2023-24 Data Source: SCS Meeting Sign-In Sheets
Access to standards aligned instructional curriculum.	100% of the students will have access to standards aligned curriculum developed by the SCS staff. Data Year: 2020-21 Data Source: SCS Grade Level Pacing Guides	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2021-22 Data Source: SCS Grade Level Pacing Guides	100% of the students had 4access to standards aligned curriculum developed by the SCS staff. Data Year: 2022-23 Data Source: SCS Grade Level Pacing Guides	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides	100% of the students will have access to standards aligned curriculum developed by the SCS staff. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Implement state standards, including English Language Development standards, for all students.	100% of the students will receive curriculum that includes state and ELD standards. Data Year: 2020-21 Data Source: SCS Grade Level Pacing Guides	100% of the students received curriculum that includes state and ELD standards. Data Year: 2021-22 Data Source: SCS Grade Level Pacing Guides	100% of the students received curriculum that includes state and ELD standards. Data Year: 2022-23 Data Source: SCS Grade Level Pacing Guides	100% of the students received curriculum that includes state and ELD standards. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides	100% of the students will receive curriculum that includes state and ELD standards. Data Year: 2023-24 Data Source: SCS Grade Level Pacing Guides

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.

The LEA used the following rating scale to determine the LEA's progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics.

Rating scale (lowest to highest): 1 – Exploration and Research Phrase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal One supported the progress toward meeting the goal of providing annual Professional Development and Curriculum Development.

Action 1 Professional Development

Implementation Status: Initial Implementation. Input from staff indicated that the trainings were very beneficial but training hours had to be reduced to allow time for more student support.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 2 Curriculum Development

Implementation Status: Initial Implementation. Input from staff indicated that having curriculum development days were beneficial and training hours were increased to allow two instructional teachers to develop additional curriculum and to add days for summer curriculum.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 3 ELD Standards

Implementation Status: Full Implementation. Assessment scores have shown an increase in performance due to continued ELD training but hours had to be reduced to allow time for more student support.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 4 EL Support

Implementation Status: Full Implementation. Assessment scores have shown increase in performance due to continued EL support.

Overall Implementation: Action implemented as planned – This will result in NO material differences between budgeted and estimated actual expenditures.

Overall Successes: Classroom observations showed that these actions all impacted and strengthened the strategies and pedagogy the teachers were implementing.

Overall Challenges: Finding more school hours to dedicate time for additional trainings and curriculum planning.

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 was a material difference between planned and estimated actual expenditures for:

Action 1 Professional Development- Estimated actual expenditures decreased 25% ($6,209) to the original budget due a reduction in training hours.

Action 2 Curriculum Development- Estimated actual expenditures increased 75% ($35,657) to the original budget due to additional hours added for 2 new teachers and additional hours for summer.

Action 3 ELD Standards- Estimated actual expenditures decreased 60% ($1,982) to the original budget due to a reduction in training hours.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sierra Charter used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partnerships and metrics. Rating scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

Action(s): Action 1 Professional Development; Action 2 Curriculum Development; Action 3 ELD Standards; Action 4 EL Support

Effectiveness of Action(s): Effective

Metric(s): Classroom observations of teachers, appropriately credentialed teachers, pacing scales with imbedded ELD standards

Analysis Statement: These actions were very beneficial based on input from staff and observations in classrooms. All agreed more time is needed for these same actions in the coming year. Administration is looking at ways to allocate additional days and hours.

Because these actions were effective, as demonstrated by meeting the metrics outcomes, we will continue all actions into the new three-year cycle.

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.

No changes will be made to this goal, metrics, desired outcomes or actions for the coming year.

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.

Goals and Actions

Goal

Goal #	Description
2	**Students will be provided with more academic support through one-on-one, small and large group instruction by certificated staff to increase pupil achievement outcomes.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard ELA	In 2019 ELA CAASPP scores were 5.2 below standard. The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: CA School Dashboard	Since the CAASPP data is not available, results will be reported in Year 2 outcome as part of the 2023-24 LCAP. Data Year: 2020-21 Data Source: CA Dashboard Suspended	ELA CAASPP scores increased 4.6 points. Data Year: 2022 Data Source: CA School Dashboard	ELA CAASPP scores declined 8.2 points. (8.7 points below standard) Data Year: 2023 Data Source: CA School Dashboard	Points below standard will continue to decrease and more students will meet standard or above. Data Year: 2022-23 Data Source: CA School Dashboard

CA Dashboard Math	In 2019- Math CAASPP scores were 109.4 below standard. The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: CA School Dashboard	Since the CAASPP data is not available, results will be reported in Year 2 outcome as part of the 2023-24 LCAP. Data Year: 2020-21 Data Source: CA Dashboard Suspended	Math CAASPP scores increased 5.4 points. Data Year: 2022 Data Source: CA School Dashboard	Math CAASPP scores declined 12.1 points. (116.1 points below standard) Data Year: 2023 Data Source: CA School Dashboard	Points below standard will continue to decrease and more students will meet standard or above. Data Year: 2022-23 Data Source: CA School Dashboard
CA Dashboard English learners Progress	28% made progress towards English language proficiency. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	Since the CAASPP data is not available, results will be reported in Year 2 outcome as part of the 2023-24 LCAP. Data Year: 2020-21 Data Source: CA Dashboard Suspended	50% made progress towards English language proficiency. Data Year: 2022 Data Source: CA School Dashboard	42.9% made progress towards English language proficiency. This was a 7.1% decline from prior year. Data Year: 2023 Data Source: CA School Dashboard	Percentage of students progressing will be increased. Data Year: 2022-23 Data Source: CA School Dashboard

CA Dashboard College/Career	12.3% of students were prepared for college or career. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	In 2020, students prepared for college or career through the a-g completion was 12.5%. In 2021, students prepared for college or career through the a-g completion was 25.9%. From 2020 to 2021, the low-income student's a-g completion increased 19%. Data Year: 2020-21 Data Source: CA Dashboard/Additional Reports	The CA Dashboard College/Career was not reported by the state in 2022. In-house SIS system reports that 11 of the 59 graduates were prepared for college or career through the a-g completion which would be 18.6%. Data Year: 2022 Data Source: CA Dashboard/Additional Reports and Schoolpathways SIS	8.9% of students were prepared for college or career. Data Year: 2023 Data Source: CA School Dashboard	Percentage of students prepared will be increased. Data Year: 2022-23 Data Source: CA School Dashboard/Additional Reports

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.

The LEA used the following rating scale to determine the LEA's progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics.

Rating scale (lowest to highest): 1 – Exploration and Research Phrase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal Two supported sustaining the pupil achievement outcomes at the same level as pre-COVID outcomes. These actions prevented learning loss from happening the percent other LEA's were reporting.

Action 1 Curriculum Associates (i-Ready)

Implementation Status: Initial Implementation. Input from staff indicated that they support the use of i-Ready as our in-house assessment. Price per student increased.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 2 Pre-, Mid- and Post-Testing of i-Ready and SBAC

Implementation Status: Full Implementation. All teachers administered 2 sessions of i-Ready assessment and end of year SBAC testing. Hours did change substantively because one less session was administered than planned.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 3 i-Ready and SBAC Analysis Training

Implementation Status: Initial Implementation. Input from staff indicated that the trainings were very beneficial but training hours had to be reduced to allow time for more student support.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 4 Professional Development

Implementation Status: Initial Implementation. Input from staff indicated that the trainings were very beneficial therefore training hours were increased.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 5 Intervention Support

Implementation Status: Full Implementation. Input from staff indicated intervention support has been very beneficial therefore hours were increased to include summer.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 6 Instructional Aides/Tutors

Implementation Status: Full Implementation. Input from staff indicated that the students benefited from having instructional aides/tutors in the classroom. The EL aide resigned in the beginning of the year and a replacement was not found.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Action 7 Teacher Aide

Implementation Status: Full Implementation. The instructional aide assistance was very beneficial to students and teachers. Aide salary did not change substantively,

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Overall Successes: Students did not report major learning loss over the last three years.

Overall Challenges: Finding more school hours to dedicate time for additional professional development and analysis training related to pupil achievement outcomes.

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 was a material difference between planned and estimated actual expenditures for:

Action 1 Curriculum Associates (i-Ready) – Estimated actual expenditures increased 43% ($6,961) to the original budget due to rate increase.

Action 2 Pre-, Mid- and Post-Testing of i-Ready and SBA – Estimated actual expenditures decreased 25% ($20,179) to the original budget due to administering the i-ready 2 times rather than 3.

Action 3 i-Ready and SBAC Analysis Training - Estimated actual expenditures decreased 23% ($3,453) to the original budget due to a reduction of training hours.

Action 4 Professional Development – Estimated actual expenditures increased 20% ($2,350) to the original budget due to additional days.

Action 5 Intervention Support – Estimated actual expenditures increased 75% ($193,458) to the original budget due to increase in intervention hours.

Action 6 Instructional Aides/Tutors – Estimated actual expenditures decreased 18% ($17,943) to the original budget due to EL Aide resigning and not finding a replacement.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sierra Charter used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partnerships and metrics. Rating scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

Action(s): Action 1 Curriculum Associates (i-Ready); Action 2 Pre-, Mid- and Post-Testing of i-Ready and SBA; Action 3 i-Ready and SBAC Analysis Training; Action 4 Professional Development; Action 5 Intervention Support; Action 6 Instructional Aides/Tutors; Action 7 Teacher Aide

Effectiveness of Action(s): Effective

Metric(s): California Schools Dashboard, CAASPP, iReady

Analysis Statement: These actions were very beneficial based on input from staff and review of assessment data by Administration. All agreed more time is needed for the training actions in the coming year. Administration is looking at ways to allocate additional days and hours.

Because these actions were effective, as demonstrated by meeting the metrics outcomes, we will continue all actions into the new three-year cycle.

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.

Changes will be made to Goal 2. An “Action 8” will be added to include the high school counselor. After reflection on the Dashboard in the area of College and Career Preparedness, we believe adding the support of the high school counselor will help increase percentages.

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.

Goals and Actions

Goal

Goal #	Description
3	**Lower suspension rates and increase student enrollment, graduation rate and attendance in a safe environment.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard Chronic Absenteeism	1.9% of the students were chronically absent. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	Less than 1% of the students were chronically absent. Data Year: 2021-22 Data Source: Schoolpathways SIS	Less than 1% of the students were chronically absent. Data Year: 2022 Data Source: CA School Dashboard	1.6% of the students were chronically absent. Data Year: 2023 Data Source: CA School Dashboard	Decrease in percentage of students chronically absent. Data Year: 2023-24 Data Source: CA School Dashboard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard Suspension Rate	0% of the students were suspended Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	0% of the students were suspended. Data Year: 2021-22 Data Source: Schoolpathways SIS	0% of the students were suspended. Data Year: 2022 Data Source: CA School Dashboard	0% of the students were suspended. Data Year: 2023 Data Source: CA School Dashboard	Maintain 0 percent of students suspended. Data Year: 2023-2024 Data Source: CA School Dashboard
CA Dashboard Graduation Rate	67.9% of the students in their co-hort graduated. Due to the COVID-19 pandemic, reporting of progress was suspended on the CA Dashboard. Data Year: 2019-20 Data Source: CA School Dashboard	76.7% of the students in their co-hort graduated. In 2021, 79.0% of the students in their co-hort graduated. From 2020 to 2021, the low-income student's graduation rate increased 5.4% which was slightly higher than schoolwide for the one year. Data Year: 2020-21 Data Source: CA Dashboard/Additional Reports	89.8 % of all students graduated (schoolwide). 93.2% for Hispanic students and 91.7 for socioeconomically disadvantaged students. Data Year: 2022 Data Source: CA Dashboard/Additional Reports	84.2% of the students in their cohort graduated. Data Year: 2023 Data Source: CA School Dashboard	Increase the percentage of students in the co-hort graduating. Data Year: 2022-2023 Data Source: CA School Dashboard/Additional Reports

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Safe School Report	0% conditions needed attention during “school safety walk”. In 2020, the school campus was closed due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: SCS School Safety Plan	0% conditions needed attention during “school safety walk”. Data Year: 2021-22 Data Source: SCS School Safety Plan	0% conditions needed attention during “school safety walk”. Data Year: 2022-23 Data Source: SCS School Safety Plan	0% of conditions need attention during the “school safety walk”. Data Year: 2024 Data Source: SCS School Safety Plan	0% of conditions needing attention during the “school safety walk”. Data Year: 2023-24 Data Source: SCS School Safety Plan
Parent Involvement	In 2019, 100% of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. In 2020, the school campus was closed due to the COVID-19 pandemic. Data Year: 2019-20 Data Source: SCS Parent Orientation Sign-In Sheets	In 2020, 100% of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2021-22 Data Source: SCS Parent Orientation Sign-In Sheets	In 2021, 100% of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2022-23 Data Source: SCS Parent Orientation Sign-In Sheets	100%of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2023-24 Data Source: SCS Parent Orientation Sign-In Sheets	100%of students’ parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2023-2024 Data Source: SCS Parent Orientation Sign-In Sheets

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.

The LEA used the following rating scale to determine the LEA's progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics.

Rating scale (lowest to highest): 1 – Exploration and Research Phrase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal One supported the progress toward meeting the goal of providing annual Professional Development and Curriculum Development.

Action 1 Safety Training

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they welcomed the safety training. Additional hours were included to increase more safety drills.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 2 Campus Safety

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they believe the campus is a safe environment. This action will include a "wellness" description in the upcoming LCAP to include the school nurse, psychologist and SEL services.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 3 Safety Plan

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they believe the plan is being carried out as planned.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 4 Credit Recovery

Implementation Status: Full Implementation. Input from staff indicated credit recovery has been very beneficial for students to stay on track to graduate.

Overall Implementation: Action implemented as planned. – This will result in NO material differences between budgeted and estimated actual expenditures.

Action 5 Parent Involvement

Implementation Status: Full Implementation and Sustainability. Input from all stakeholders indicated they believe parent involvement to be a beneficial factor in their student's success. Hours were reduced due to one less teacher and lower than budgeted enrollment.

Overall Implementation: Action implemented differently than planned. – This will result in a material differences between budgeted and estimated actual expenditures.

Overall Successes: All stakeholders reported that SCS has a very safe and healthy campus environment with services to address graduation, chronic absenteeism and accrual of credits.

Overall Challenges: Motivating students to see the benefits of attending school and getting a high school diploma.

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 was a material difference between planned and estimated actual expenditures for:

Action 5 Parent Involvement – Estimated actual expenditures decreased 17% ($13,365) to the original budget due to less projected enrollment/less teacher.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Sierra Charter used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partnerships and metrics. Rating scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

Action(s) Action 1 Safety Training; Action 2 Campus Safety; Action 3 Safety Plan; Action 4 Credit Recovery; Action 5 Parent Involvement

Metric(s): California Schools Dashboard, Safety Plans, Parent Involvement attendance

Analysis Statement: These actions were very beneficial based on input from staff, student and parents. Surveys are conducted at least once a year for suggestions to current practices.

Because these actions were effective, as demonstrated by meeting the metrics outcomes, we will continue all actions into the new three-year cycle.

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.

The only change in this goal will be to add “Wellness” to Action 2 – Campus Safety. This gives us the ability to include more SEL for our students.

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.

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.

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
Sierra Charter School	**Lisa Marasco, CEO**	**lmarasco@sierracharter.org** **(559) 476-3401 office (559) 285-1676 cell**

Plan Summary [2024-2025]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Sierra Charter School (SCS) is a K-12 Personalized Learning Public Charter School utilizing a unique definition of Independent Study to teach students. Through a blended approach, students take English, Math and Science classes on campus, as well as working from home through google classroom. The demographic breakdown from CALPADS as of October 2023 CBEDS of 362 students was 74% Hispanic or Latino, 7% White, 7% African American, 7% American Indian or Alaska Native, and 5% Asian. Our Low-Income was 64% at 231 students, Special Education 14% at 49 students, English Language Learners 8% at 28 students and Foster Youth .6% at 2 students.
The school employs 3 administrators, 1 counselor, 1 resource specialist, 1 nurse, 1 school psychologist, 26 teachers (including EL and SPED) 10 aides and 5 classified.

In keeping with the schoolwide student goals; literacy, math, science, social science and technology are the school's main areas of focus. This is why the direction of the school has changed from a traditional Independent Study format. With the focus towards implementing a hybrid model of mastery learning, alignment to the CCSS, digital education, small group instruction, peer collaboration, evidenced-driven intervention and more required time on campus, increased achievement results are projected.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Compared to last year's Dashboard, Sierra Charter's Academic Performance has made a slight decrease in their Distance from Standards points. ELA declined 8.2 points, Math declined 12.1 and English Learners Progress declined by 7%. Even though the overall numbers declined, the difference from the previous year is not significant enough to warrant concern. SCS believes that the strategies and curriculum used has been making some progress over time and that this has been reflected in a comparison to similar high school and charter schools within the District. Of the five traditional high schools that students transfer to Sierra Charter School from, SCS performs better in ELA and Math. Compared to the seven similar charter schools in Fresno, in ELA Sierra Charter performs better than all of them and in Math better than five of the schools.

Due to this realization, the Goals and Actions from the previous 3-year LCAP will be continued with some added actions for student subgroups receiving Red Indications on the Dashboard and including SEL into Goal 3.

The Red Indicators are for Math: All Students, Hispanic and Socioeconomically Disadvantaged and College and Career: All Students, Hispanic and Socioeconomically Disadvantaged. Since “All Students” is a group that encompasses both the Hispanic and Socioeconomically Disadvantaged student subgroups, the action will be implemented school-wide.

SCS has less than 30 English Learners and less than 15 Long-Term EL students (LTELS) so specific actions for only these students will not be addressed.

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.

Not Applicable

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.

Educational Partner(s)	Process for Engagement
Teachers	Input from partners was collected from weekly staff meetings on Mondays, August through May.
Principal/Administrators	Input from partners was collected from weekly staff meetings on Mondays, August through May.
Other School Personnel	Input from partners was collected from weekly staff meetings on Mondays, August through May.
Local Bargaining Units	The LEA does not have local bargaining units.
Parents/Students	Orientations and Parent-Teacher-Student Conferences
ELAC/PAC	Quarterly meetings are held. January 10, 2024 meeting addressed the LCAP.
SELPA	Resource Specialist annually consults with El Dorado County SELPA to ensure the LCAP actions are in alignment with the SELPA Special Education Plan
Public Comment Period	May 1-15, 2024
Public Hearing	May 16, 2024
Adoption by Governing Board	The LCAP was adopted at the June 13, 2024 board meeting.
Budget Adoption and Local Indicator Report to governing board	The Budget and Local Indicator Report was presented at the June 13, 2024 board meeting.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

During weekly staff meetings, quarterly advisory group meetings and WASC focus group meetings, the following recommendations were suggested:

-Continue professional development days but change provider

-Allow more days for planning curriculum, implementing strategies from PD and evaluating assessment data

Goals and Actions

Goal

Goal #	Description	Type of Goal
1.	**Professional development will be provided yearly in the areas of teacher improvement, curriculum planning and analysis, resources and support.**	Broad

State Priorities addressed by this goal.

State Priorities 1, 2 & 7

An explanation of why the LEA has developed this goal.

The goal was developed due to the need for professional development and trainings to increase the number of effective teachers at the school, guarantee standards-aligned instructional materials for all students and provide ELD standards into the general-ed curriculum for all EL students. District PD resources are not available to SCS so the metrics and actions planned for this goal will guarantee that new and veteran teachers will continue to receive relevant and researched based trainings that will benefit their students in the classrooms.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 1.1	Appropriately assigned and fully credentialed teachers	85% fully credentialed and 100% appropriate assigned for the students they are teaching. Data Year: 2023-24 Data Source: CTC Website	N/A	N/A	100% fully credentialed and 100% appropriate assigned for the students they are teaching. Data Year: 2026-27 Data Source: CTC Website	N/A
Metric 1.2	Professional Development Days	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2023-24 Data Source: Local SCS Meeting Sign-In Sheets	N/A	N/A	100% of the teaching staff participated in professional development that is appropriately assigned for their grade level and course taught. Data Year: 2026-27 Data Source: Local SCS PD Calendar and Meeting Sign-In Sheets	N/A

Metric 1.3	Curriculum Development Days	100% of the teaching staff participated in curriculum development days. Data Year: 2023-24 Data Source: Local SCS Meeting Sign-In Sheets	N/A	N/A	100% of the teaching staff participated in curriculum development days. Data Year: 2026-27 Data Source: Local SCS Curriculum Planning Calendar and Meeting Sign-In Sheets	N/A
Metric 1.4	Access to standards aligned instructional curriculum	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2023-24 Data Source: Local SCS Grade Level Pacing Guides	N/A	N/A	100% of the students had access to standards aligned curriculum developed by the SCS staff. Data Year: 2026-27 Data Source: Local SCS Grade Level Pacing Guides	N/A
Metric 1.5	Implement state standards, including English Language Development, for all students	100% of the students received curriculum that includes state and ELD standards. Data Year: 2023-24 Data Source: Local SCS Grade Level Pacing Guides	N/A	N/A	100% of the students received curriculum that includes state and ELD standards. Data Year: 2026-27 Data Source: Local SCS Grade Level Pacing Guides	N/A

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024]

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.

N/A – See 2023-24 LCAP Annual Update Template

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.

N/A – See 2023-24 LCAP Annual Update Template

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A – See 2023-24 LCAP Annual Update Template

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.

N/A – See 2023-24 LCAP Annual Update Template

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
Action 1.1	Professional Development	SCS will provide training to instructional staff on special education, 504 and Social Emotional Learning. Teachers will review their rooster of all students and note which are English learners, foster youth and low-income.	$ 29,617	Yes
Action 1.2	Curriculum Development	SCS will designate days throughout the school year, as well as in the summer, will be scheduled for developing the curriculum. Modification strategies for special education students will be included. Additional strategies will be brainstormed within grade level or subject level groups to better design the curriculum for English learners, foster youth and low-income students' needs.	$ 49,445	Yes
Action 1.3	ELD standards	SCS will provide training to instructional staff on embedding English Language Development standards into the curriculum.	$ 1,648	Yes
Action 1.4	EL Support	English learner teacher provides daily instruction, tutoring, and curriculum development to identified EL students.	$ 122,765	Yes

Insert or delete rows, as necessary.

Goal

Goal #	Description	Type of Goal
2.	**Students will be provided with more academic support through one-on-one, small and large group instruction by certificated staff to increase pupil achievement outcomes.**	Focus

State Priorities addressed by this goal.

State Priorities 4 & 8

An explanation of why the LEA has developed this goal.

This goal was developed based on prior years' California Dashboard scores and the continued need for improvement. SCS changed to "iReady" as their in-house assessment a couple of years ago and continues to train the staff on how to utilize all their learning and teaching platforms to increase pupil achievement. The Counselor was added back into this goal to address college and career preparedness. All Students subgroup, which includes Hispanic and Socio-Disadvantage subgroups, will be targeted in Math and College and Career achievement.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 2.1	CA Dashboard ELA	ELA CAASPP scores declined 8.2 points. (8.7 points below standard) Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Points below standard will decrease and more students will meet standard or above. Data Year: 2026 Data Source: CA School Dashboard	N/A

Metric 2.2	CA Dashboard Math	Math CAASPP scores declined 12.1 points. (116.1 points below standard) Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Points below standard will continue to decrease and more students will meet standard or above. Data Year: 2026 Data Source: CA School Dashboard	N/A
Metric 2.3	CA Dashboard English Learners Progress	42.9% made progress towards English language proficiency. This was a 7.1% decline from prior year. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Percentage of students progressing will be increased. Data Year: 2026 Data Source: CA School Dashboard	N/A
Metric 2.4	CA Dashboard College/Career	8.9% of students were prepared for college or career. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Percentage of students prepared will be increased. Data Year: 2026 Data Source: CA School Dashboard/Additional Reports	N/A

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024]

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.

N/A – See 2023-24 LCAP Annual Update Template

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.

N/A – See 2023-24 LCAP Annual Update Template

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A – See 2023-24 LCAP Annual Update Template

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.

N/A – See 2023-24 LCAP Annual Update Template

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
Action 2.1	Curriculum Associates (iReady)	SCS will purchase yearly subscription of iReady software to align with the same software administered by surrounding districts. Software will be used to track all students progress throughout the year.	$ 25,000	Yes
Action 2.2	Pre-, Mid- and Post-Testing of iReady and SBAC	SCS Instructional staff will monitor the pre-, mid- and post-testing of the iReady assessment in ELA and math and annual CAASPP testing. (Dashboard Red Indicators are addressed in this action under the Increased or Improved Services section)	$ 27,881	Yes
Action 2,3	iReady and SBAC Analysis Training	SCS will provide training to Instructional staff at the beginning of the year on analyzing test scores and using the results to drive curriculum.	$ 8,240	Yes
Action 2.4	Professional Development/Collaboration	SCS will designate days to be used for grade level teams to develop and implement strategies to increase pupil assessment outcomes. Special Education and English learner teams will work in together to brainstorm strategies to increase pupil assessment outcomes within their student groups.	$ 16,482	Yes
Action 2.5	Intervention Support	SCS will provide intervention support for students not staying on pace and for those receiving a red indicator in Math on the Dashboard. (Dashboard Red Indicators are addressed in this action under the Increased or Improved Services section)	$ 193,441	Yes
Action 2.6	Instructional Aides/Tutors	SCS will hire, or continue to employ, certificated or classified staff to work in the classrooms to support students will be funded through the additional 15% concentration grant add-on funding.	$ 112,044	Yes
Action 2.7	Teacher Aide	SCS will continue to employ an aide to support teacher at identified grade(s).	$ 20,730	Yes

Action 2.8	Counselor	The Counselor, working with Administration, will closely monitor All Students, including Hispanic and Socio-Disadvantage subgroups' course-load to ensure they are College and Career ready. The Counselor will also provide resources for students on college and career, as well as work with 12th grade instructional team to increase graduation rate. (Dashboard Red Indicators are addressed in this action under the Increased or Improved Services section)	$ 86,359	Yes

Insert or delete rows, as necessary.

Goal

Goal #	Description	Type of Goal
3.	**Lower suspension rates and increase student enrollment, graduation rate and attendance in a safe environment.**	Broad

State Priorities addressed by this goal.

State Priorities 3, 5 & 6

An explanation of why the LEA has developed this goal.

This goal was developed because it is the belief of the school's Administrative team that by providing a safe, healthy and calm school campus with continuing parent involvement, student's trust and ownership will be promoted which should impact enrollment, attendance and graduation rate. We added a "wellness" component to this goal in order to provide more emotional and healthy wellbeing support to the students in their day-to-day encounters on campus.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric 3.1	CA Dashboard Chronic Absenteeism	1.6% of the students were chronically absent. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Decrease in percentage of students chronically absent. Data Year: 2026 Data Source: CA School Dashboard	N/A

Metric 3.2	CA Dashboard Suspension Rate	0% of the students were suspended. Data Year: 2023 Data Source: CA School Dashboard	N/A	N/A	Maintain 0 percent of students suspended. Data Year: 2026 Data Source: CA School Dashboard	N/A
Metric 3.3	CA Dashboard Graduation Rate	84.2% of the students in their cohort graduated. Data Year: 2023 Data Source: CA School Dashboard/Additional Reports	N/A	N/A	Increase the percentage of students in the co-hort graduating. Data Year: 2026 Data Source: CA School Dashboard/Additional Reports	N/A
Metric 3.4	Safe School Report	0% conditions needed attention during “school safety walk”. 100% confirmation on the school’s healthy campus environment survey. Data Year: 2023-24 Data Source: Local SCS School Safety Plan and Surveys	N/A	N/A	0% conditions needed attention during “school safety walk”. 100% confirmation on the school’s healthy campus environment survey. Data Year: 2026-27 Data Source: Local SCS School Safety Plan and Surveys	N/A

Metric 3.5	Parent Involvement	In the 2023-24 school year, 100% of students' parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2023-24 Data Source: SCS Local Parent Orientation Sign-In Sheets	N/A	N/A	100%of students' parents attended the school orientation upon enrollment and/or the parent-teacher conference at semester. Data Year: 2026-2027 Data Source: Local SCS School Calendar and Parent Orientation Sign-In Sheets	N/A

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024]

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.

N/A – See 2023-24 LCAP Annual Update Template

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.

N/A – See 2023-24 LCAP Annual Update Template

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A – See 2023-24 LCAP Annual Update Template

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.

N/A – See 2023-24 LCAP Annual Update Template

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
Action 3.1	Safety Training	SCS will ensure that all staff are trained on campus safety protocol.	$ 32,002	Yes
Action 3.2	Campus Safety & Wellness	SCS will require that campus monitoring be performed daily by identified staff, including custodial, nurse, school psychologist and middle school teachers.	$ 68,652	Yes
Action 3.3	Safety Plan	SCS will periodically review the safety plan and procedures.	$ 4,985	Yes
Action 3.4	Credit Recovery	SCS will offer support classes to keep students on pace for graduation.	$ 43,247	Yes
Action 3.5	Parent Involvement	SCS will require that teachers schedule orientations and parent-teacher conferences with all SCS families yearly.	$ 33,464	Yes

Insert or delete rows, as necessary.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$ 876,002	$ 72,333

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
21.171	0%	$0.00	21.171

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
1.1	English learners, students with disabilities, foster youth and low-income students could possibly have obstacles in learning, that other students may not have. These could be language barrier, environment, health, mental challenges, etc. These obstacles, if any, need to be identified.	**Professional Development** Training will be provided to instructional staff on special education, 504 and Social Emotional Learning. Teachers will review their rooster of all students and note which are English learners, students with disabilities, foster youth and low-income. Providing teachers with trainings on how students are identified in school programs can help them to understand their students' individual needs. A teacher's understanding of their students' program qualifications can assist them in using appropriate strategies in instruction and assessment and meet the needs associated with English learners, student with disabilities, foster youth and low-income. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Utilizing appropriate strategies based on individual student needs, students should be provided with a more individualized learning program. Local SCS PD Calendar and Meeting Sign-in sheets will document trainings

1.2	Not all students will learn from the same strategies used in implementing curriculum, therefore a variety needs to be available based on teaching the same curriculum.	**Curriculum Development** Designated days throughout the school year, as well as in the summer, will be scheduled for developing the curriculum. Modification strategies for special education students will be included. Additional strategies will be brainstormed within grade level or subject level groups to better design the curriculum for English learners, foster youth and low-income students' needs. Providing teachers with specific curriculum development days throughout the school year and summer will allow them designated time to refine their teaching curriculum to accommodate the needs of the English learners, foster youth and low-income students. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Personalized instruction for targeted groups should lead to a better understanding of the subject matter being taught. Local SCS Curriculum Planning and School Calendars and Meeting Sign-in sheets will document additional specified days.
1.3	English learner students require language support designed to assist them in building English proficiency, refining their use of the English language and providing them access to subject area content.	**ELD Standards** Instructional staff will be provided with training on embedding English Language Development standards into the curriculum. Imbedding English Language Development standards will allow English learner students to achieve at the same level as their English-speaking classmates. The English Language Development standards are written at a level that will allow English learners a better understanding of the California state standards. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	By imbedding English Language Development standards into all the curriculum, English learner students should perform at a high level. Local SCS PD Calendar, Meeting Sign-In Sheets and Grade-Level Pacing Guides will document embedded ELD standards into the curriculum.

2.1	Sierra Charter will purchase the iReady software to use for its in-house assessments because the software is already being used by Sierra Charter's surrounding districts and there is the need for continuity since students move from local districts to SCS.	**Curriculum Associates (iReady)** Yearly subscription of iReady software will be purchased. Software will be used to track all students' progress throughout the year. Teachers of English learners, students with disabilities, foster youth and low-income will be able to review the results and determine each student's needs and growth. English learners, students with disabilities, foster youth and low-income students will receive a more personalized curriculum plan based on iReady scores. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	By using the same in-house assessment as surrounding districts, teachers can retrieve prior scores on students coming from other schools or districts and determine how much growth is being made as documented in individual student records.

2.2	Teacher's need to know what prior information their English learners, students with disabilities, foster youth and low-income students have at the start of the school year. Results from the 2023 California Dashboard Math results indicated that the subgroups scoring in the RED were: • All Students • Hispanic • Socioeconomically Disadvantaged (low-income)	**Pre-, Mid- and Post-Testing of iReady and SBAC** Instructional staff will monitor the pre-, mid- and post-testing of the iReady assessment in ELA and math and annual CAASPP testing. iReady math scores will be reviewed more closely for All Students, which includes Hispanics and Socioeconomically Disadvantaged, and those students with low scores will be targeted for strengthened intervention. By identifying a starting place of their student's prior knowledge, teachers can adapt their curriculum to reflect the needs of all student groups. As a result of pre-testing students, more or less time in small groups or classroom instruction will be implemented for English learners, students with disabilities, foster youth and low-income students. Using iReady results to drive the curriculum should meet the needs associated with English learners, foster youth and low-income. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Higher assessment scores and increased post-testing results should be achieved for All Students. Results will be compared after each administration and curriculum will be updated to include those areas of need. Documentation will be in the students' files and the teachers' updated Pacing Guides. California Dashboard results will be reviewed.

2.3	Clear understanding is needed by the instructional staff when reviewing assessment scores from iReady and SBAC. Instructional staff will be trained at the beginning of the year on analyzing test scores and using the results to drive curriculum. Having an understanding in analyzing students' scores will provide the teachers of English learners, students with disabilities, foster youth and low-income with information they can use in developing their weekly lesson assignments.	**iReady and SBAC Analysis Training** Instructional staff will be trained at the beginning of the year on analyzing test scores and using the results to drive curriculum. Having an understanding in analyzing students' scores will provide the teachers of English learners, students with disabilities, foster youth and low-income with information they can use in developing their weekly lesson assignments. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Weekly lesson assignments based of the student's prior knowledge and current ability level should show growth as documented in the iReady post scores for all students.
2.4	Not all students will learn and engage from the same strategies used in the classroom, therefore a variety needs to be available. .	**Professional Development/Collaboration** Designated days will be used for grade level teams to develop and implement strategies to increase pupil assessment outcomes. Special Education and English learner teams will work in together to brainstorm strategies to increase pupil assessment outcomes within their student groups. Providing teachers with professional development on classroom strategies to increase pupil assessment outcomes will accommodate the needs of the English learners, students with disabilities, foster youth and low-income students. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Managing and engaging students in the classroom should result in a higher level of understanding of the curriculum and lead to increased pupil assessment outcomes as documented on the California Dashboard.

2.5	Sierra Charter's goal is to have their English learners, students with disabilities, foster youth and low-income students succeed every year and be promoted to the next grade level. Results from the 2023 California Dashboard Math results indicated that the subgroups scoring in the RED were: • All Students • Hispanic • Socioeconomically Disadvantaged (low-income)	**Intervention Support** Provide intervention support for students not staying on pace and for those receiving a red indicator in Math on the Dashboard. By providing All Students, including Hispanic, Socio-Disadvantage, English learners, students with disabilities, foster youth and low-income students additional time through strengthened intervention support, they should be able to stay on pace to graduate and increase their achievement in Math. Additional intervention support classes are designed to meet the needs of English learners, students with disabilities, foster youth and low-income. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	As a result of providing more intervention classes and targeting students scoring Red on the Dashboard Indicators, students will stay on pace to be promoted to the next grade level. Math achievement scores should increase for all subgroups and will be reviewed using the results from the California Dashboard
2.6	Some English learners, students with disabilities, foster youth and low-income students require additional support in their classes to understand and complete assignments.	**Instructional Aides/Tutors** Hiring of certificated or classified staff to work in the classrooms to support students will be funded through the additional 15% concentration grant add-on funding. English learners, students with disabilities, foster youth and low-income students will benefit from having additional assistance in their classes through one-on-one or small group instruction. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	The hiring of additional staff should increase all identified students' knowledge of the curriculum and/or assignments which will be reflected in the students scores on the CAASPP ELA and Math assessments.

2.7	At specific grades, additional support for the teacher is needed due to the number of assigned grade levels and subjects being required of them.	**Teacher Aide** Hire an aide to support teacher at identified grade(s). Teachers are alleviated of certain duties when an aide is assigned to assist them. This allows the teacher to spend more time making sure all identified student groups are receiving the services needed. English learners, foster youth and low-income students benefit from more teach time when an aide is assigned to their grade level. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Increased learning outcomes should result when the teacher is allowed more time to focus on the students.
2.8	Students graduating from SCS need to be more prepared for College and Career as indicated on the Dashboard. Results from the 2023 California Dashboard College/Career results indicated that the subgroups scoring in the RED were: • All Students • Hispanic • Socioeconomically Disadvantaged (low-income)	**Counselor** The Counselor, working with Administration, will closely monitor All Students, including Hispanic and Socio-Disadvantage subgroups' course-load to ensure they are College and Career ready. The Counselor will also provide increased resources for all students on college and career, as well as, work with 12th grade instructional team to increase graduation rate. By monitoring All Students, including Hispanic, Socioeconomically Disadvantage, English learners, students with disabilities, foster youth and low-income students the number of students being college and career prepared should increase. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	All Students, including Hispanic, Socioeconomically Disadvantage, English learners, students with disabilities, foster youth and low-income students will benefit from this action and be more prepared when graduating from Sierra Charter School as indicated on the California Dashboard College/Career.

3.1	A safe campus is a required need for learning to take place.	**Safety Training** Staff will be trained on campus safety protocol. English learners, students with disabilities, foster youth and low-income students will be able to concentrate on learning when they are on campus knowing that the Sierra Charter staff have been trained in campus safety protocol. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Providing a safe learning environment will produce students that can focus on their assignments and grades and stay on pace to graduate as indicated on the California Dashboard Graduation results.
3.2	In order to provide a safe learning environment, daily monitoring of the campus and the students' wellness need to occur.	**Campus Safety & Wellness** Campus monitoring will be performed daily by identified staff, including custodial, nurse, school psychologist and middle school teachers. Hiring custodial staff to clean in the classrooms that support students will be funded through the additional 15% concentration grant add-on funding. Wellness checks through live interaction will be provided to identified students. English learners, students with disabilities, foster youth and low-income students will be able to observe the presences of adults on the Sierra Charter campus that will be monitoring the school daily. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Assigned staff to monitor the campus daily will allow the school to provide a safe and healthy learning environment as indicated in Local SCS Surveys.

3.3	A safety plan that has established procedures in all situations needs to be followed and reviewed by all staff.	**Safety Plan** Periodic review of safety plan and procedures will occur. English learners, students with disabilities, foster youth and low-income students will benefit from the Safety Plan training all Sierra Charter staff are required to attend. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	Sierra Charter will meet the required submission date of the school's Safety Plan yearly as documented in the Districts Epicenter.
3.4	Sierra Charter needs to continue to increase the school's graduation rate reported on the California School Dashboard.	**Credit Recovery** Support classes will be offered to keep students on pace for graduation. English learners, foster youth and low-income student will benefit from credit recovery classes to help them stay on pace to graduate. As a result of offering more credit recovery classes that focus on keeping students on pace to accrue their high school credits, English learners, foster youth and low-income students should graduate on time. However, because Sierra Charter expects that all high school students will benefit, this action is being provided on a school-wide basis.	Keeping students on pace through credit recovery classes should increase Sierra Charter's graduation rate as reported on the California Dashboard.

3.5	Parent involvement is an integral part of a student's learning environment. Research has shown that students succeed at a higher level when there is parent involvement and understanding in their learning process.	**Parent Involvement** Teachers will schedule orientations and parent-teacher conferences with all SCS families. English learners, foster youth and low-income students will benefit from their parent's understanding and involvement in their education through the combined efforts of the school and parent working as a team. However, because Sierra Charter expects that all students will benefit, this action is being provided on a school-wide basis.	The meeting will be documented by Local SCS Parent Orientations and Parent/Teacher Conferences sign-in sheets.

Insert or delete rows, as necessary.

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
1.4	English learner students that have not been mainstreamed into the general education program require primary language or ELD support.	**EL Support** English learner teacher provides daily instruction, tutoring, and curriculum development. The English learner students will receive a better education when assigned to a qualified English learner teacher and primary language aide. As a result, this should accelerate the English learner students learning progress and help them to be reclassified at a faster rate.	Multiple hours every week working with a teacher qualified to provide ELD support and a primary language aide has shown positive results in English learners ELA and Math SBAC scores as documented on the Dashboard.

Insert or delete rows, as necessary.

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.

Sierra Charter School has greater than 55% concentration of low-income students at 66%. Additional tutors, instructional aides, support services staff are being hired to provide direct services to eligible students identified in need as stated in the “Action” section of all goals. Priority is given to the students identified in the needs assessment the school generates.

The following goals and action numbers 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.

2.6 Instructional Aides/Tutors

3.2 Campus Safety & Wellness

SCS has a history of paying the instructional aides, tutors and classified employees hirer than traditional districts in order to retain existing staff and attract new staff. Additionally, starting with the 2024-25 LCAP hourly wages were increased.

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	N/A	1:55
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:11

2023-2024 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 1,091,046.00	$ 1,282,813.00

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	Professional Development	Yes	$ 24,788	$ 18,579
1	2	Curriculum Development	Yes	$ 47,280	$ 82,937
1	3	ELD Standards	Yes	$ 3,283	$ 1,301
1	4	EL Support	Yes	$ 116,472	$ 117,028
2	1	Curriculum Associates (i-ready) Software	Yes	$ 16,256	$ 23,217
2	2	Pre and Post Testing of i-ready and SBAC	Yes	$ 79,352	$ 59,173
2	3	i-ready and SBAC/CAASPP Analysis Training	Yes	$ 14,700	$ 11,247
2	4	Professional Development	Yes	$ 11,490	$ 13,840
2	5	Intervention Support	Yes	$ 256,697	$ 450,155
2	6	Instruction Aides/Tutors (concentration 2.0)	Yes	$ 102,513	$ 84,570
2	7	Teacher Aide	Yes	$ 23,097	$ 23,164
3	1	Safety Training	Yes	$ 40,445	$ 39,345
3	2	Campus Safety	Yes	$ 26,158	$ 28,594
3	3	Safety Plan	Yes	$ 5,147	$ 5,002
3	4	Credit Recovery	Yes	$ 245,085	$ 259,743
3	5	Parent Involvement	Yes	$ 78,283	$ 64,918

2023-2024 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)
$ 1,020,678	$ 1,091,046	$ 1,282,813	$ (191,767)	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	Professional Development	Yes	$ 24,788	$ 18,579.00	0.00%	0.00%
1	2	Curriculum Development	Yes	$ 47,280	$ 82,937.00	0.00%	0.00%
1	3	ELD Standards	Yes	$ 3,283	$ 1,301.00	0.00%	0.00%
1	4	EL Support	Yes	$ 116,472	$ 117,028.00	0.00%	0.00%
2	1	Curriculum Associates (i-ready) Software	Yes	$ 16,256	$ 23,217.00	0.00%	0.00%
2	2	Pre and Post Testing of i-ready and SBAC	Yes	$ 79,352	$ 59,173.00	0.00%	0.00%
2	3	i-ready and SBAC/CAASPP Analysis Training	Yes	$ 14,700	$ 11,247.00	0.00%	0.00%
2	4	Professional Development	Yes	$ 11,490	$ 13,840.00	0.00%	0.00%
2	5	Intervention Support	Yes	$ 256,697	$ 450,155.00	0.00%	0.00%
2	6	Instruction Aides/Tutors (concentration 2.0)	Yes	$ 102,513	$ 84,570.00	0.00%	0.00%
2	7	Teacher Aide	Yes	$ 23,097	$ 23,164.00	0.00%	0.00%
3	1	Safety Training	Yes	$ 40,445	$ 39,345.00	0.00%	0.00%
3	2	Campus Safety	Yes	$ 26,158	$ 28,594.00	0.00%	0.00%
3	3	Safety Plan	Yes	$ 5,147	$ 5,002.00	0.00%	0.00%
3	4	Credit Recovery	Yes	$ 245,085	$ 259,743.00	0.00%	0.00%
3	5	Parent Involvement	Yes	$ 78,283	$ 64,918.00	0.00%	0.00%

2023-2024 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)
$ 3,815,509	$ 1,020,678	0.00%	26.75%	$ 1,282,813	0.00%	33.62%	$0.00 - No Carryover	0.00% - No Carryover

2024-2025 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 %)
2024-2025	$ 4,137,830	$ 876,002	21.171%	0.000%	21.171%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 876,002	$ -	$ -	$ -	$ 876,002.00	$ 846,002	$ 30,000

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	Professional Development	ALL	Yes	Schoolwide	All	ALL	on-going	$ 29,617	$ -	$ 29,617	$ -	$ -	$ -	$ 29,617	0.000%
1	2	Curriculum Development	ALL	Yes	Schoolwide	All	ALL	on-going	$ 32,600	$ -	$ 32,600	$ -	$ -	$ -	$ 32,600	0.000%
1	3	ELD Standards	ALL	Yes	Schoolwide	All	ALL	on-going	$ 1,648	$ -	$ 1,648	$ -	$ -	$ -	$ 1,648	0.000%
1	4	EL Support	English Learners	Yes	Limited	English Learners	ALL	on-going	$ 122,765	$ -	$ 122,765	$ -	$ -	$ -	$ 122,765	0.000%
2	1	Curriculum Associates (i-Ready) Software	ALL	Yes	Schoolwide	All	ALL	on-going	$ -	$ 25,000	$ 25,000	$ -	$ -	$ -	$ 25,000	0.000%
2	2	Pre and Post Testing of i-Ready and SBAC	ALL	Yes	Schoolwide	All	ALL	on-going	$ 27,881	$ -	$ 27,881	$ -	$ -	$ -	$ 27,881	0.000%
2	3	i-Ready and SBAC Analysis Training	ALL	Yes	Schoolwide	All	ALL	on-going	$ 8,240	$ -	$ 8,240	$ -	$ -	$ -	$ 8,240	0.000%
2	4	Professional Development/Collaboration	ALL	Yes	Schoolwide	All	ALL	on-going	$ 16,482	$ -	$ 16,482	$ -	$ -	$ -	$ 16,482	0.000%
2	5	Intervention Support	ALL	Yes	Schoolwide	All	ALL	on-going	$ 210,286	$ -	$ 210,286	$ -	$ -	$ -	$ 210,286	0.000%
2	6	Instructional Aides/Tutors	ALL	Yes	Schoolwide	All	ALL	on-going	$ 112,044	$ -	$ 112,044	$ -	$ -	$ -	$ 112,044	0.000%
2	7	Teacher Aide	ALL	Yes	Schoolwide	All	ALL	on-going	$ 20,730	$ -	$ 20,730	$ -	$ -	$ -	$ 20,730	0.000%
2	8	Counselor	ALL	Yes	Schoolwide	All	ALL	on-going	$ 86,359	$ -	$ 86,359	$ -	$ -	$ -	$ 86,359	0.000%
3	1	Safety Training	ALL	Yes	Schoolwide	All	ALL	on-going	$ 27,002	$ 5,000	$ 32,002	$ -	$ -	$ -	$ 32,002	0.000%
3	2	Campus Safety & Wellness	ALL	Yes	Schoolwide	All	ALL	on-going	$ 68,652	$ -	$ 68,652	$ -	$ -	$ -	$ 68,652	0.000%
3	3	Safety Plan	ALL	Yes	Schoolwide	All	ALL	on-going	$ 4,985	$ -	$ 4,985	$ -	$ -	$ -	$ 4,985	0.000%
3	4	Credit Recovery	ALL	Yes	Schoolwide	All	ALL	on-going	$ 43,247	$ -	$ 43,247	$ -	$ -	$ -	$ 43,247	0.000%
3	5	Parent Involvement	ALL	Yes	Schoolwide	All	ALL	on-going	$ 33,464	$ -	$ 33,464	$ -	$ -	$ -	$ 33,464	0.000%
									$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.000%
									$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.000%

2024-2025 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
$ 4,137,830	$ 876,002	21.171%	0.000%	21.171%	$ 876,002	0.000%	21.171%	**Total:**	$ 876,002
								LEA-wide Total:	$ -
								Limited Total:	$ 122,765
								Schoolwide Total:	$ 753,237

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	1	Professional Development	Yes	Schoolwide	All	ALL	$ 29,617	0.000%
1	2	Curriculum Development	Yes	Schoolwide	All	ALL	$ 32,600	0.000%
1	3	ELD Standards	Yes	Schoolwide	All	ALL	$ 1,648	0.000%
1	4	EL Support	Yes	Limited	English Learners	ALL	$ 122,765	0.000%
2	1	Curriculum Associates (i-Ready) Software	Yes	Schoolwide	All	ALL	$ 25,000	0.000%
2	2	Pre and Post Testing of i-Ready and SBAC	Yes	Schoolwide	All	ALL	$ 27,881	0.000%
2	3	i-Ready and SBAC Analysis Training	Yes	Schoolwide	All	ALL	$ 8,240	0.000%
2	4	Professional Development/Collaboration	Yes	Schoolwide	All	ALL	$ 16,482	0.000%
2	5	Intervention Support	Yes	Schoolwide	All	ALL	$ 210,286	0.000%
2	6	Instructional Aides/Tutors	Yes	Schoolwide	All	ALL	$ 112,044	0.000%
2	7	Teacher Aide	Yes	Schoolwide	All	ALL	$ 20,730	0.000%
2	8	Counselor	Yes	Schoolwide	All	ALL	$ 86,359	0.000%
3	1	Safety Training	Yes	Schoolwide	All	ALL	$ 32,002	0.000%
3	2	Campus Safety & Wellness	Yes	Schoolwide	All	ALL	$ 68,652	0.000%
3	3	Safety Plan	Yes	Schoolwide	All	ALL	$ 4,985	0.000%
3	4	Credit Recovery	Yes	Schoolwide	All	ALL	$ 43,247	0.000%
3	5	Parent Involvement	Yes	Schoolwide	All	ALL	$ 33,464	0.000%
							$ -	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).

California Department of Education
November 2023

Sierra Charter School
Comprehensive School Safety Plan
(Education Code Section 47605)

CDS Code
10 - 62166 - 0114355
From: 2024 TO 2025

Contact Person: Melinda Buletti

Position: School Nurse/Safety Coordinator

Telephone Number: (559) 490-4290

E-Mail address: mbuletti@sierracharter.org

SIERRA CHARTER SCHOOL

Comprehensive School Safety Plan

Board of Directors
Joann Evans
Lupe Delgado
Frank Kraus
Lisa Marasco

CEO
Lisa Marasco

Principal
Armando Montero

Business Director/CFO
Sherry Iida

Assessment/Technology Director/CIO
Dwayne Stewart

March 2024

Purpose and Scope

Sierra Charter School (SCS), has prepared this Comprehensive School Safety Plan (CSSP) to provide guidance and direction to school employees regarding compliance with laws related to school safety (including student discipline) and with respect to emergency management responsibilities. In addition to the CSSP, all staff will be required to have been trained in the procedures of the SCS Emergency Procedures Guide (EPG) flipchart, which shall be used during an emergency incident involving Sierra Charter School facilities.

Key Emergency Contact

If an emergency situation is detected, first call 911 and then a SCS Administrator must be contacted immediately. If an Administrator is not on campus, the Administrative Designee will be contacted.

Safe School Leadership Team (SSLT)

Each SCS 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 consist of the Principal and/or designee, school administrator(s), safety coordinator, school nurse, school secretary, certificated and classified employee.

The school site Safe School Leadership Team (SSLT) carries out the Field Response level of crisis and emergency management. The Field Response uses five primary functions: Incident Command, Planning/Intelligence, Operations, Logistics, and Administration/Finance.

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.

In the event of an emergency situation, the Safe School Leadership Team should report to a designated location to oversee and provide directions during the emergency situation. 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 principal and/or designee. Safe School Leadership Team is listed below.

Safe School Leadership Team (SSLT)

		Name	Phone
Incident Command	Principal	Armando Montero	(559) 476-3411
Planning/Intelligence	Administrator	Dwayne Stewart	(559) 476 3403
Operations	Administrator	Sherry Iida	(559) 476-3402
Logistics	Administrator	Dwayne Stewart	(559) 476-3403
Administration/Finance	Administrator	Sherry Iida	(559) 476-3402
Other	Safety Coordinator/Nurse-Certificated	Melinda Buletti	(559) 476-3408
	Counselor	Danielle Guerrero	(559) 476-3442
	School Secretary	Monica Mata Zarate	(559) 476-3400
	Student Data Technician/Classified	Irene Aldava	(559) 476-3404
	Maintenance Technician/Classified	Nicholas Etchison	(559) 476-3410
	CEO	Lisa Marasco	(559) 476-3401

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 SSLT carries out the Field Response level of crisis and emergency management, the SSLT functions at the Local Government level in this system. By organizing our crisis response plans according to SEMS, SCS is 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 communication, 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 SSLT 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, assign an alternate for each role to assure coverage at all times. 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 outline 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.

Safe and Orderly Environment

Sierra Charter School provides a safe and orderly environment conducive to learning. This is done by identifying appropriate strategies, board policies (See Board Policies # 00031, # 00033, # 00063) and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety. They are:

1) Child Abuse – Annual training and documentation, using the online training module provided by Vector Training, within the first 6 weeks of each school year or within 6 weeks of that person's employment - See Board Policy # 00065

2) Discrimination/Sexual Harassment - See Board Policy # 00017, # 00039

3) Dress Code – See Annual Student/Parent Handbook, Page 9 - 10

4) Rules and Procedures on School Discipline - Board Policy # 00064

5) Teacher Notification of Dangerous Pupils – Teachers will be notified using the school's SIS Contact Manager System.

6) Procedures for Receiving & Responding to Complaints of Bullying – See Board Policy # 00039

7) Procedures for safe ingress and egress to and from school – See Bus Route Map in the Evacuation and Relocation section of this document

8) Suspension/expulsion policies and procedures - See Element J pgs. 70-80 of the Charter Petition

9) Bullying/cyberbullying policies and procedures - Annual training and documentation, using the online training module provided by ~~Safe Schools~~ (Vector Training) - See Board Policy # 00039

10) Youth Suicide Prevention policy and procedures – Annual training and documentation, using the online training module provided by ~~Safe Schools~~ (Vector Training) - See Board Policy # 00058

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.

Exterior of School Building	*Checked & in order*	*Needs Attention*	*J-Order in process*
Appropriate school zone signs in position	X		
Fences - stable and no broken areas	X		
Free of graffiti	X		
School has a designated student drop-off and pick-up area	X		
External utilities secured and locked	X		
Shrubs trimmed	X		
Doors and windows in working order and lockable from inside	X		
ADA complaint ramps and pathways are clear of obstacles	X		
Exit doors open from the direction of travel without the use of a key when building is occupied	X		
Passageways between buildings are clear of obstructions or impediments	X		
PA system in good working order and has the ability to be used outdoors	X		
Exterior cameras in good working order where applicable	X		
Outdoor lighting illuminate all areas of use during night hours	X		
Dumpsters and garbage cans are secured	X		
Parking lots are well-lit and free from potholes	X		
Outdoor water fountain is wheelchair accessible and does not impede traffic flow	X		
Sidewalks free from cracks and tripping hazards	X		
Bike rack secured	X		
Entry/exit doors on student restrooms are lockable only from the outside with a key	X		
Access to staff bathrooms with locking doors require a key	X		
Other:			
Interior of School/Classrooms	*Checked & in order*	*Needs Attention*	*J-Order in process*
Exit lights in working order	X		

All exit doors equipped with fire extinguishers and serviced annually	X		
Records of fire inspections from the Fire Marshall are maintained	X		
Evacuation signage is posted near the doors	X		
Exits do not rely on passage through rooms or spaces subject to locking	X		
Doors and windows are in working order and lockable from inside	X		
Doors located between rooms where there is frequent traffic, provided with viewing panels in door	X		
Doors with vision window are installed in guidance offices and all other areas where one-on-one adult conferencing is conducted.	X		
Hallways are free from obstructions	X		
Computer/server rooms secured and appropriately ventilated	X		
A basic security alarm system is installed and in working order throughout the school	X		
CCTV camera systems cover appropriate areas of the school and record to a digital device. Infrared is used if needed for dark areas or at night	X		
Staff wear ID badges	X		
Student are issued ID badges (K-12)	X		
Visitor pass protocol is in effect	X		
Emergency flipchart is easily accessible	X		
A Fire Alarm System	X		
Other:			

Equipment Needs	*Have enough*	*Need*	*How many?*
"Go to Box" for emergencies	Yes		1
Emergency radio	Yes		1
First aid kits and CPR equipment available in every building (suite)	Yes		9 & 1 Extensive
AED Machines 1 located in Admin building and 1 located in Elementary building, inspected monthly	Yes		2
Caution signs	Yes		2
Cones for parking/wet floors	Yes		10
Other:			

2024 - 2025 Fire Drill Schedule

Month	Date	Time
July		
August	08/22/2024 Thursday	11:30 am
September	09/16/24 Monday	1:45 pm
October	10/09/2024 Wednesday	10:00 am
November	11/12/2024 Tuesday	2:00 pm
December	12/12/2024 Thursday	2:30 pm
January	01/20/2025 Monday	1:45 pm
February	02/12/2025 Wednesday	11:30 am
March	03/18/2025 Tuesday	2:00 pm
April	04/14/2025 Monday	10:00 am
May	05/15/2025 Thursday	2:00 pm
June		

2024 - 2025 Lockdown Drill Schedule

Semester	Date	Time
Fall	10/24/2024 Thursday	2:00 pm
Spring	04/22/2025 Tuesday	9:30 am

2024 - 2025 Earthquake Drill Schedule

Semester	Date	Time
Fall	09/17/24 Tuesday	10:00 am
Spring	02/05/2025 Wednesday	2:00 pm

SIERRA CHARTER SCHOOL

THREAT ASSESSMENT MANAGEMENT TEAM (TAMT)
(Student Wellness Team)

When a school identifies an individual or group that may pose potential harm to themselves or others, the school will convene their Threat Assessment Management Team (TAMT).

The task of the TAMT is to assess the level of threat posed; determine what level of response the school site will initiate; what 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 SCS 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
Armando Montero	Principal	Other Administrator	
Sherry Iida/Dwayne Stewart	Business Director/CFO & Assessment/Tech Director/CIO	Other Administrators	
Danielle Guerrero/Lori Jones	Counselor/Program Specialist	Other Staff determined by the Principal	
Amy Micu	School Psychologist	Other Staff determined by the Principal	
Melinda Buletti	School Nurse	Other Staff determined by the Principal	

FIRST AID RESPONDERS

Sierra Charter School will designate First Aid responders who are first to provide assistance when needed. These responders will have up-to-date certification in CPR/AED and First Aid. In an emergency situation, any staff member may provide assistance. Insure 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 SIERRA CHARTER SCHOOL:

CPR/AED	FIRSTAID	Expiration	NAME PENDING (Expired due to COVID shut down)	TITLE	Room/Phone
X	X	09/27/25	Melinda Buletti	Safety Coordinator/School Nurse	Bldg 1939 / 476-3408
X	X	01/31/25	Dwayne Stewart	Administrator	Bldg 1931 / 476-3403
X	X	08-11-24	Armando Montero	Administrator	Bldg 1931 / 476-3411
X	X	08-28-24	Sherry Iida	Administrator	Bldg 1931 / 476-3402
X	X	08-25-24	Nicholas Etchison	Maintenance/Computer Technician	Bldg 1931 / 476-3410
X	X	12-19-24	Lori Jones	Program Specialist	Bldg 1923 Suite 103 / 476-3409
X	X	08-23-24	Danielle Guerrero	Counselor	Bldg 1885 / 476-3442
X	X	08-15-24	Irene Aldava	Student Data Technician	Bldg 1885 / 476-3404

AED (Automated External Defibrillator) Maintenance Checks
Please list the person(s) who are responsible for the monthly AED maintenance check. (If applicable)

NAME Melinda Buletti	TITLE Safety Coordinator/ School Nurse

Blood Borne Pathogens training is provided by the school. 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 all buildings. AED machines are located in the Administration building 1931 and the Elementary building 1923 Suite 103.

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.

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. The nurse, or other designee appointed by the Principal, is 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 SIERRA CHARTER SCHOOL:

NAME	TITLE	ROOM/PHONE
Armando Montero	Principal	Bldg 1931 / 476-3411 Cell # 559-903-2394
Sherry Iida	Business Director/CFO	Bldg 1931 / 476-3402 Cell # 559-930-0959
Dwayne Stewart	Assessment/Technology Director/CIO	Bldg 1931 / 476-3403 Cell # 559-706-5279
Melinda Buletti	School Nurse/Safety Coordinator	Bldg 1939 / 476-3408 Cell # 559-779-2180
Lori Jones	Program Specialist	Bldg 1923 Suite 103 / 476-3409 Cell # 559-696-2328
Danielle Guerrero	Counselor	Bldg 1885 / 476-3442 Cell # 559-210-4973

A confidential list of all students in the category must be kept by the School Nurse or School Secretary.

Sierra Charter School has Emergency First Aid Kits stocked with first aid supplies. The "Emergency First Aid Guidelines for California Schools" and the Emergency Kits are labeled and located in all buildings. Also, have an extensive medical kit on site.

Communication - List the modes of communicating with your staff in the case of a crisis.

Primary - School phone's "All Call" feature
Alternate - Administrators deployed to each school building (6)
Alternate - Phone Tree

Use of Facility

The SCS Board shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

School Employees as Emergency Disaster Workers

During an emergency/crisis, the welfare of all school employees is as important as student wellbeing. However, school employees become emergency service workers in the event of a disaster under state law (Government Code 3100) which states: "In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

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). Sierra Charter School will remind the staff of their school obligations and for them to develop their person/family needs plan in the case they are called upon for after hour duty.

1. Sierra Charter School assumes the following responsibilities:
    a. Develop capabilities to implement non-medical measures to decrease the spread of disease throughout the school community.
    b. Develop and implement pandemic preparedness 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.

2. Sierra charter School will also assume the following responsibilities:

    a. The Principal Armando Montero/Designee will develop a response plan that will:
        - Identify chain of command in case of illness with a minimum of 2 back-ups. (Sherry Iida, Dwayne Stewart, Melinda Buletti)
        - 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.
        - Designate Staff who will document actions taken.
        - Provide information to all stakeholders on the extent of infection at school site and potential changes that might take place at school.

    b. Develop a recovery plan that provides for education support and emotional support for staff and students.

REUNIFICATION TEAM

STAFF MEMBER	ALTERNATE	TITLE	EMERGENCY TASK (list corresponding letter from above)
Monica Mata Zarate/Hua Yang	Stephanie Castro	School Secretary/El Teacher/Teacher	A - Registration Desk B – Reunification Team 1
Lori Jones	Armando Montero	Program Specialist / Counselor	C – Reunification Team 2
Troy Lewis	Benji Otto	Teachers	F – Table & Supply Setup
Teachers	Teachers	Teachers	G – Student Supervision / Escort
N/A			D
Melinda Buletti	Amy Micu	Nurse/School Psychologist	E/H

Responsibilities to ensure Parent Reunification

Location (must be able to accommodate all parents) Building 1875 N. Fine Ave. Labs 3, 4, 5 and 6

- ✓ Select an appropriate location (per safety plan or other location that may be more appropriate given size of school). Consider entry, exit and ability to hold a significant number of people (e.g., multiple stations)
- ✓ Ensure that you have all of the appropriate documentation such as sign out sheets, emergency cards, reunification form, as well as office supplies such as pens available.
- ✓ Post signs on tables to facilitate communications.
- ✓ Set up a photocopier (with power), telephone (or cell phones), a laptop and printer.
- ✓ Set up tables with appropriate signs (See next page for designated staff):
    a) 1 for registration desk
    b) 1 for reunification team #1 (matches form to emergency card, checks schedule, calls classroom and or sends escort to the classroom)
    c) 1 for reunification team #2 (problem solving team)
    d) 1 for parents to pick up letter and homework packages
    e) 1 for nurse to answer questions
    f) Set up a few tables where parents will line up so that they can fill out form while waiting. Place student release forms and pens on these tables
    g) 1 table at location where students will meet their parent
    h) 1 table for health services/nurse at student-parent meeting location
- ✓ Have interpreters speaking Spanish (Monica Mata Zarate) and Hmong (Hua Yang) on as-needed basis on site available to assist

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 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 voice signals through school intercom
    b. Alternate 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).
    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.

6. Ensures that the school nurse or school secretary 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)

7. Establishes a student release system that will facilitate an organized method to release individual students to authorized adults only.

8. Assigns the following duties to school staff (See next page for designated 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 in order 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.

9. Schedules regular emergency drills and reviews the emergency plan with staff, students, and parents and to schedule regular site inspections for safety hazards.

10. Plans alternate classroom evacuation routes if standard routes are obstructed.

11. Ensures that other personnel who provide services to students and staff are aware of emergency procedures.

12. Reviews and updates the site-level plan annually, with particular attention to the unique characteristics of the site.

CRISIS RESPONSE TEAM

STAFF MEMBER	ALTERNATE	TITLE	EMERGENCY TASK (list corresponding letter from above)
Isaac Baumheckel, Tyler Hodges	Troy Lewis	Teachers	A - Control entrance & direct EMS, Parents, Media Deny unauthorized Entry
Ben Morgun	Feng Moua	Teacher/Maintenance	B - Supervise campus to maintain safety security
Irene Aldava/Nick Etchison/ Kerry Teraoka Eric Manela		Records Tech/ Maintenance Tech/ Teacher/Counselor	C – Search & rescue, recover supplies
Stephanie Ekizian	Danielle Guerrero	Teacher/ Campus Monitor	D – Establish Operate Communication Center
Melinda Buletti	Lori Jones	Safety Coordinator/School Nurse /Program Specialist	E – Administer First Aid
Connie Thiessen	Stephanie Castro	Teacher/Teacher	F – Work with EMS triage team, record ambulance destinations
Monica Mata Zarate/Hua Yang	Cari Thornton	School Secretary/Teacher/Account Tech	G – Supervise student release procedures
Administration	Administration	Administration	H – Check building utility systems for damage

Evacuation Plans

Sierra Charter School has 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.

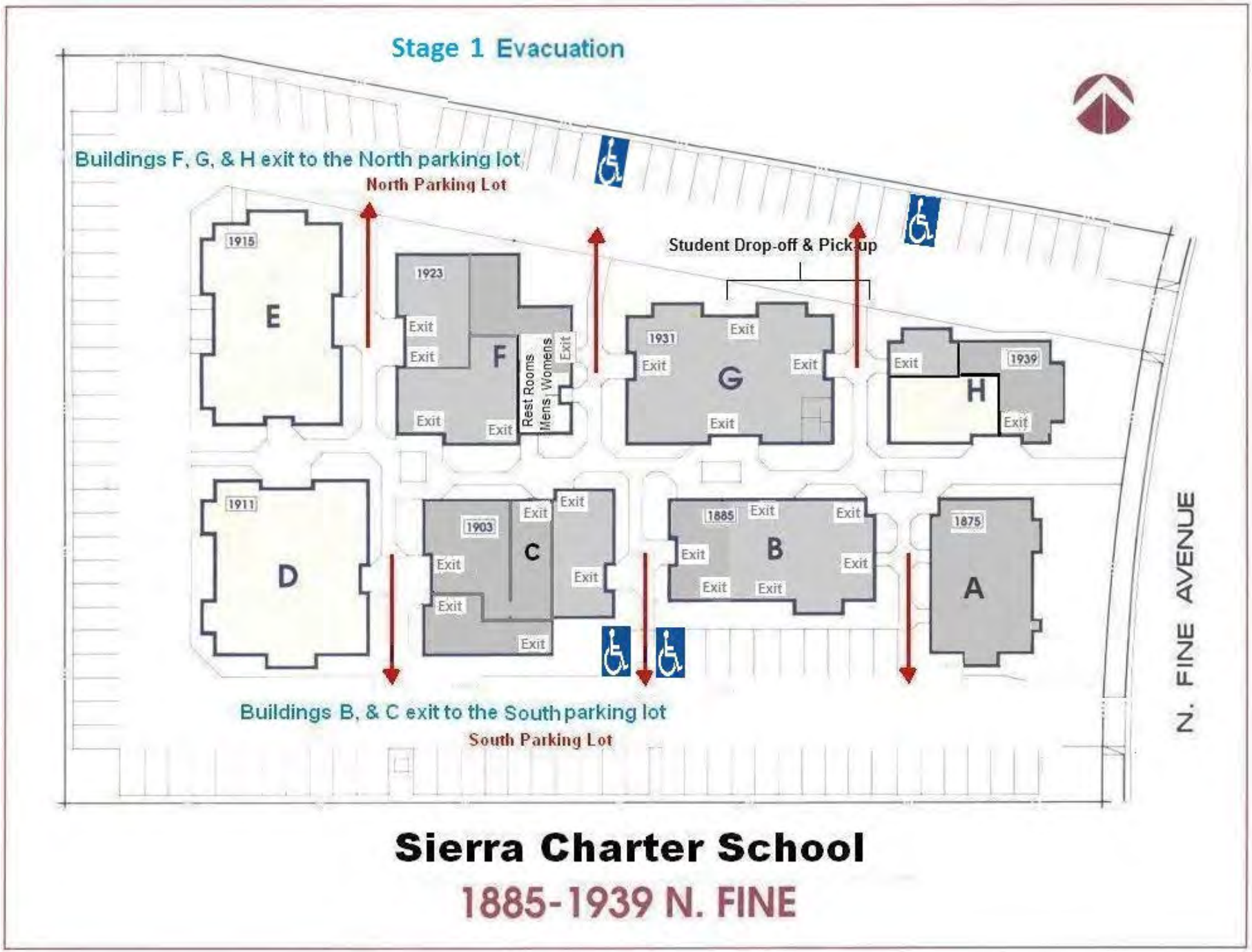
Stage Two Relocation: At the direction of the SCS Administration, all students and staff are relocated to a determined location off campus at time of event. Coordinate with Police and Fire Department, if needed. (Examples: gas leak, fallen aircraft.)

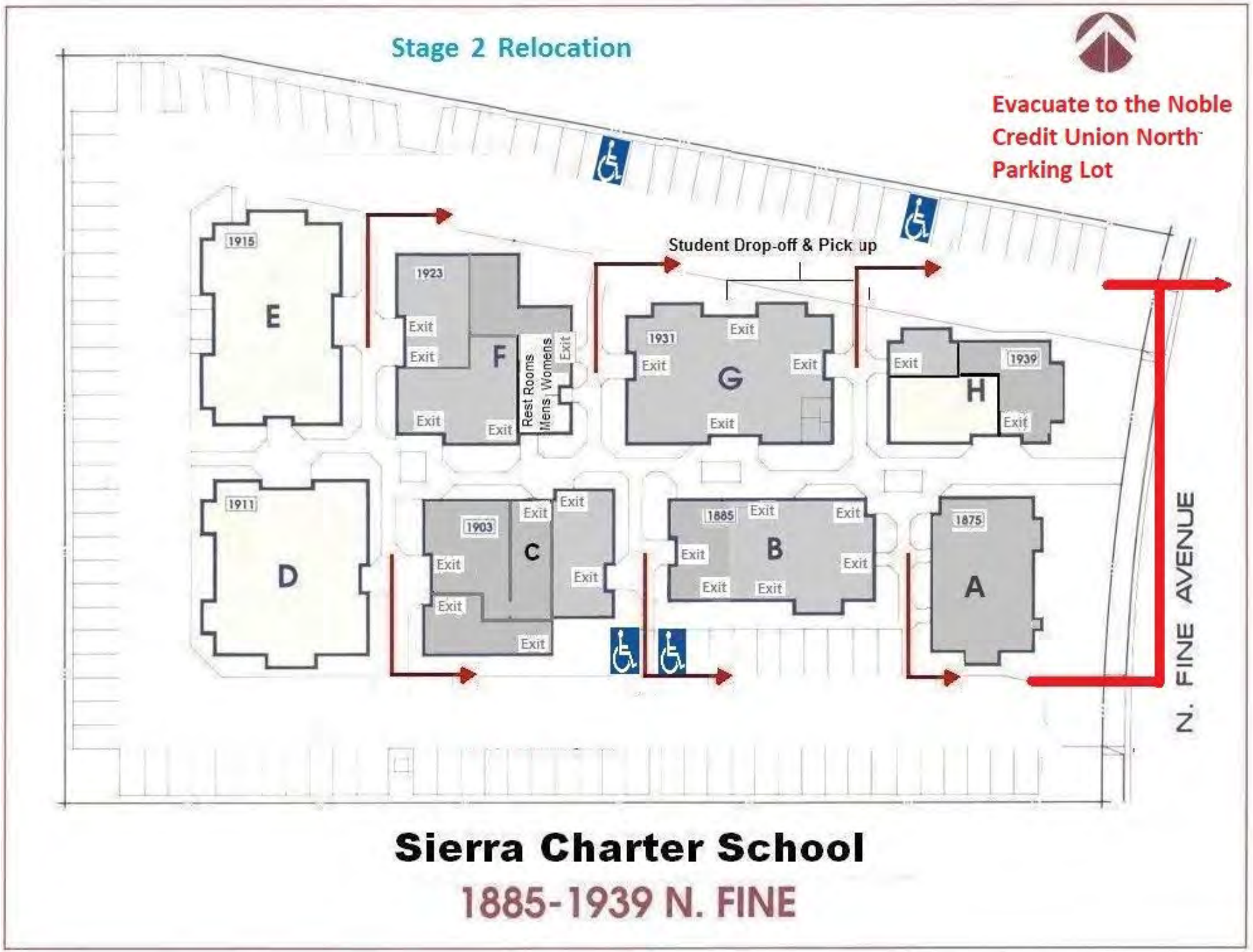
Evacuation Plans

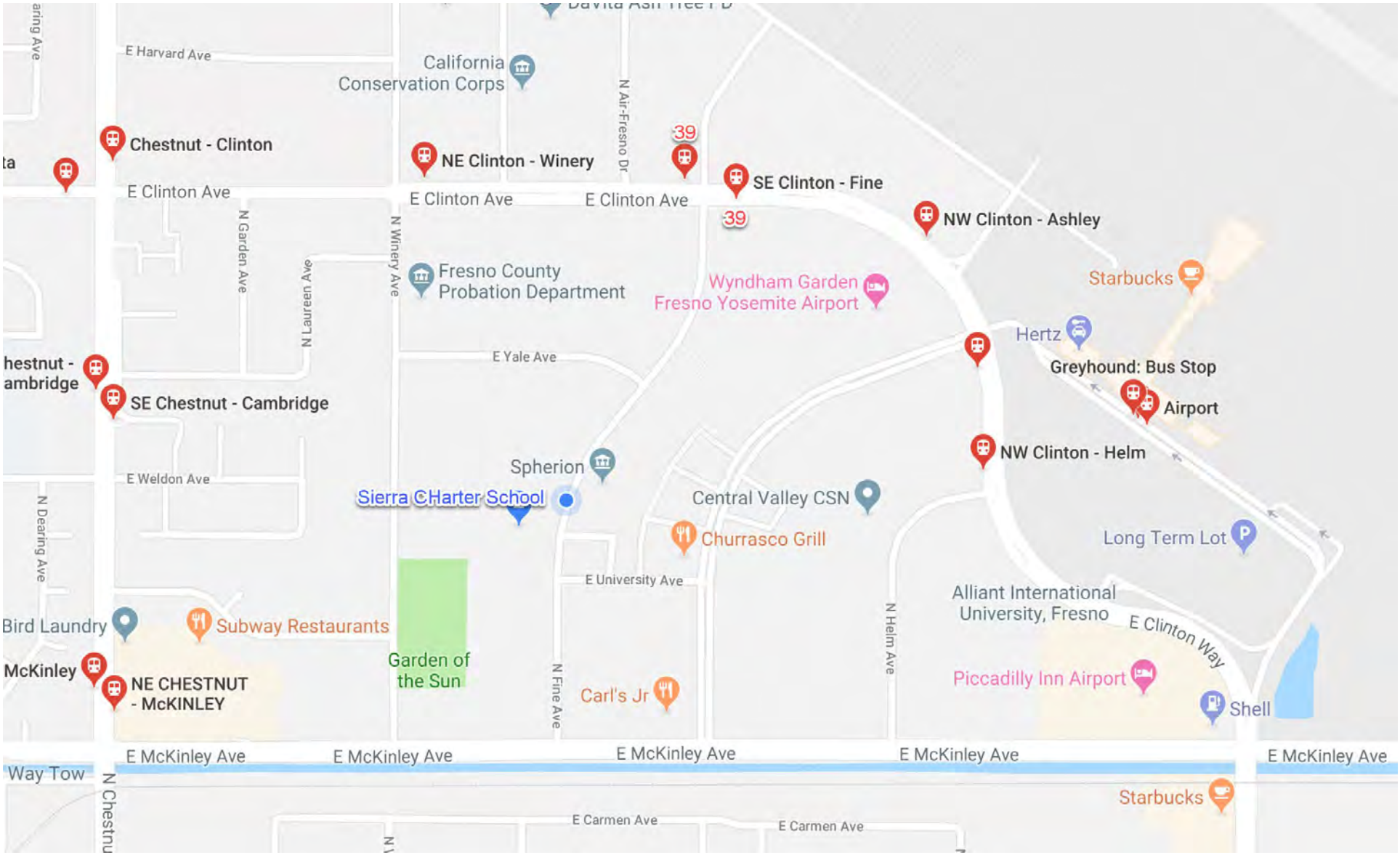
In the event of a major disaster, there is no guarantee that emergency medical or fire personnel will be able to immediately respond to school sites. Therefore, the school staff must be prepared to ensure the care and safety of students during the first several hours after a major disaster without outside assistance. It is critical to determine *who* does *what, where*, and *how* – before such a disaster occurs.

Evacuation Maps:

The following three pages illustrate Stage One Evacuation map, Stage Two Relocation map and a map of Bus Routes for students leaving SCS.


Stage 1 Evacuation
Buildings F, G, & H exit to the North parking lot
North Parking Lot
Student Drop-off & Pick-up
1915
E
1923
F
Exit
Exit
Exit
Exit
Rest Rooms
Mens | Womens
Exit
1931
G
Exit
Exit
Exit
Exit
1939
H
Exit
Exit
1911
D
1903
C
Exit
Exit
Exit
Exit
Exit
Exit
1885
B
Exit
Exit
Exit
Exit
Exit
Exit
1875
A
Buildings B, & C exit to the South parking lot
South Parking Lot
N. FINE AVENUE
Sierra Charter School
1885-1939 N. FINE


Stage 2 Relocation
Evacuate to the Noble Credit Union North Parking Lot
Student Drop-off & Pick up
1915
E
1923
F
Exit
Rest Rooms
Mens
Womens
1931
G
1939
H
1911
D
1903
C
1885
B
1875
A
N. FINE AVENUE
Sierra Charter School
1885-1939 N. FINE


E Harvard Ave
California Conservation Corps
N Air-Fresno Dr
Chestnut - Clinton
NE Clinton - Winery
39
SE Clinton - Fine
E Clinton Ave
E Clinton Ave
E Clinton Ave
39
NW Clinton - Ashley
N Garden Ave
N Winery Ave
Fresno County Probation Department
Wyndham Garden Fresno Yosemite Airport
Starbucks
Hertz
E Yale Ave
Greyhound: Bus Stop
Airport
SE Chestnut - Cambridge
NW Clinton - Helm
Spherion
E Weldon Ave
Sierra Charter School
Central Valley CSN
N Dearing Ave
Churrasco Grill
Long Term Lot
E University Ave
Alliant International University, Fresno
E Clinton Way
Bird Laundry
Subway Restaurants
Garden of the Sun
N Helm Ave
McKinley
NE CHESTNUT - McKINLEY
N Fine Ave
Carl's Jr
Piccadilly Inn Airport
Shell
E McKinley Ave
E McKinley Ave
E McKinley Ave
E McKinley Ave
E McKinley Ave
Way Tow
N Chestnut
Starbucks
E Carmen Ave
E Carmen Ave

Tactical Responses to Criminal Incidents (Lockdown) Procedure

ACTIVE SHOOTER / ARMED ASSAILANT SITUATIONS

"*Active shooter situations*" are defined as those where an individual or individuals is "actively engaged in killing or attempting to kill people in a confined and populated area." *Active shooters / armed assailants frequently use firearms but attacks of this type can also be made with other types of weapons (knifes, swords, etc.). These situations* are unpredictable and evolve quickly. Because of this, individuals must be prepared to deal with an *active shooter / armed assailant situation* before law enforcement personnel arrive on the scene.

No single response fits all *active shooter / armed assailant situations*; therefore, it is essential all members of the school staff know their options for response and are prepared to act decisively to protect their students and themselves.

ACTIONS – ALL SCHOOL STAFF

1. All employees are authorized to take immediate action to protect themselves and students if they see or hear anything that causes them to believe an active shooter / armed assailant situation is occurring or is to about to occur.

    a. Act immediately if you or your students:
    - hear a sound that might be gunfire.
    - see something that looks like a weapon being carried or used on or near the campus.
    - sense any other indication of active shooter / armed assailant threat.

    b. Quickly evaluate which option (Run, Hide or Fight) will best protect you and your students.
    c. Be decisive. Communicate your plan to your students and act quickly.
    d. Call 911 and the School Office as soon as it is safe to do so.

2. Options: *Run, Hide or Fight*

    a. Run: If you can get yourself and your students safely away from danger, do so immediately.
    - Do not evacuate unless you…
        - know with certainty, the exact location of assailant (do not trust unofficial, second hand accounts),
        - and can visualize a route that will get your students and yourself safely off campus.
    - Don't carry anything with you.
        - Police may mistake an item in your hands as a weapon.
        - Leave everything behind.

- If you encounter people along the way…
  - Adults: Warn them and take them with you if you can but don't stop if they refuse to come.
  - Students: Warn any students you encounter and take them with you if you can. You may use reasonable force to take a student with you *if you can do so without endangering yourself or the other students in your care*.
- Place terrain and buildings between you and the assailant to cover your escape.
- Keep going until you are certain you are out of danger.
- Keep your students with you
- Call 911 as soon as it is safe to do so. Report your location and obtain instructions.

b. Hide: If you do not know the exact location of the assailant, get your students and yourself into the most secure location available and LOCKDOWN.
- Lock the doors
- Close and lock windows and close blinds or cover windows;
- Turn off lights;
- Barricade the doors with heavy furniture; be sure your barricade covers any glass in or near the door;
- Silence all electronic devices;
- Remain silent;
- Position occupants, spread out and out of the line of site from room entrance.
- Prepare to take action if the assailant attempts to get in the room;
- Use text or email to communicate your location, the number of students or staff with you, if you have any wounded and the extent of the injuries;
- Call 911 as soon as it is safe to do so.
- Remain in place until evacuated by identifiable law enforcement officers.

c. FIGHT: Never seek out confrontation with an active shooter / armed assailant. If you are confronted by an active shooter / armed assailant and you have no safer option, take immediate action to disrupt or incapacitate the assailant. If you choose the FIGHT option, commit to your actions.

- If you are in LOCKDOWN (Hide), prepare yourself and your students for the possibility that the assailant may attempt to get in the room you are in.
  - Construct a strong barricade.
  - If you have another way out (a window or back door) use it while the assailant is attempting to get in.
  - If no other exit is available be prepared to disrupt the assailant by throwing objects at the assailant and running for the exit as soon as the assailant enters the room.
    a. Use items in the environment as improvised weapons (fire extinguishers, staplers, books, cups, etc.)
- Staff members may consider using aggressive and violent force to surprise and overwhelm the assailant.

3. Call 911 and initiate a school-wide LOCKDOWN announcement as soon as you can do so safely. Work with the people you are with to do both calls simultaneously if possible.

    a. Provide as much information as possible (slow down – be calm):
        - State the emergency: "I hear gunfire." "I saw..."
            - Give information on people who are wounded.
        - Location of the assailant (if known):
        - Description of the assailant (if known):
        - Your precise location: "room __"
        - The number of children with you:
    b. Keep the line open, even if you can't talk, unless instructed by the dispatcher to end the call.

4. Special Topics

    a. Injuries: Your response to injured persons will need to vary given the specific circumstances that are present and the response option (Run, Hide or Fight) you are engaged in.

        - *Run* – If you encounter injured persons while you are trying to get out of danger…
            - And you have children with you, you must place their safety ahead of the injured person. Take note of where the injured person is and report the location as soon as you get to safety.

        - *Hide* – If someone is injured where you are hiding, secure the room before tending to the wounded.
            - As soon as it is safe to do so, apply first aid using any supplies that are available. If necessary, use articles of clothing as improvised dressing for wounds and apply direct pressure to control bleeding.

        - *Fight* – This is always the option of last resort because the probability of injury is highest when you are in close proximity to the assailant. Commit to your plan. Do not stop to tend to the wounded until it is safe to do so.
            - If you're intention is to disrupt the assailant to allow as many people to escape as possible, stick to that plan.
            - If your plan is to incapacitate the assailant, keep fighting until the assailant is incapacitated and the weapon and assailant are under control.

    b. Law Enforcement: If you encounter law enforcement officers…
        - Immediately raise your hands in the air and display your open palms.
        - Don't run up to officers or attempt to hug or talk to them.
        - Don't talk unless they ask you a question.

- Do exactly what they tell you to do.

c. Weapons: If the assailant loses control of a weapon, exercise extreme care when securing it:
   - Do not pick up the weapon. Law enforcement may shoot you if they see you holding a weapon.
   - Secure the weapon by placing an empty trash can over it and sliding it to a location where it can be kept covered and under control until a law enforcement officer can take possession of it.

d. Ongoing Communication: (School Administration should develop means to safely provide updates to staff to keep them informed during the incident.)

e. Extended Day Programs / After School Activities: (School sites must also plan for and train all site staff involved with student activities and extracurricular programs.)

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Follow the All Staff guidance described above.
- Call 911 and initiate a LOCKDOWN announcement as soon as you can do so safely. Work with nearby staff to do them simultaneously if at all possible.
  - Include as much actionable information on the announcement as possible.
    - *Example "LOCKDOWN, LOCKDOWN, LOCKDOWN. Man with a gun on campus. LOCKDOWN now."*
  - If you have surveillance capabilities, and can safely provide real time announcements, broadcast continuous and accurate information on the location of the assailant. This will disrupt and distract the assailant. It will also provide people on campus with information they can use to better evaluate their options.
    - *Example: "The gunman is now in the D wing headed south. He is armed with a shotgun and is wearing a hooded jacket and blue jeans."*
- Notify the district office after you call 911 at FUSD Emergency Services (559) 457-3831 (24 hours a day)
- If possible, assist emergency personnel.
  - Assist police in entering the school;
  - Provide officers with keys, maps and any other information requested.
- Crisis Intervention
  - A Mental Health strike team should also be assembled to assist with stabilizing acutely impacted students, staff and parents during reunification.
  - This team will also provide ongoing support throughout the recovery phase of the emergency response.
  - Psychoeducational materials should also be developed / selected by the Planning Section for distribution to parents and other caregivers to assist them in supporting crisis recovery.
  - Mental Health staff should also be involved in plans related to reopening the school following an active shooter / armed assailant event.

ADDITIONAL STEPS FOR THE SCHOOL:

SCS Staff are assigned the following roles in response to an active shooter:

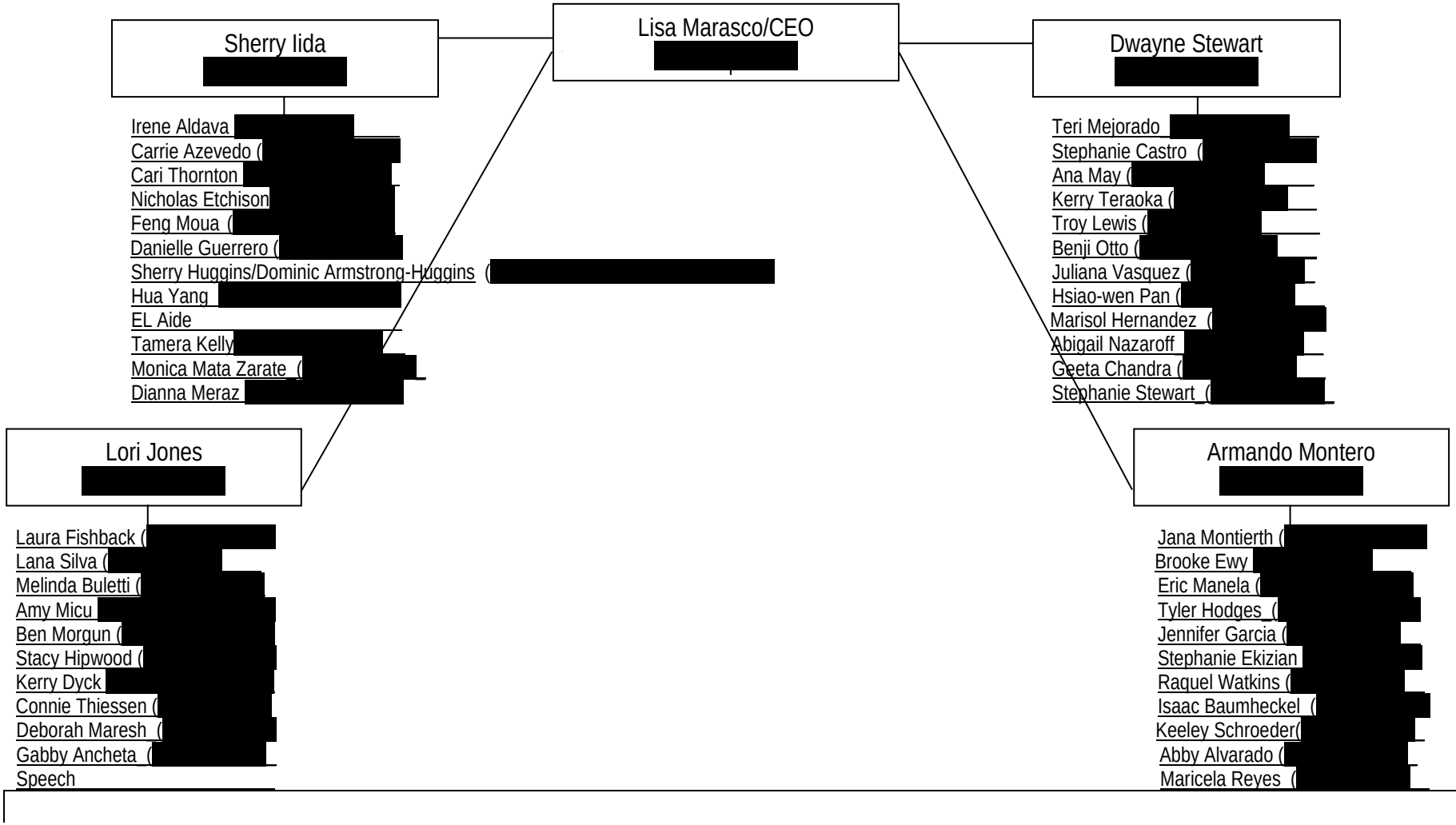
1. The Safety Coordinator or School Nurse will be in charge of emergency first aid: the library or other designated area will be utilized as a gathering place (if other than library, indicate gathering place: Building 1875.
   The Safety Coordinator or School Nurse absence an Administrator or designee will be in charge.
2. The Principal will maintain phone communication with the emergency responders.
3. An Administrator or designee will serve as emergency locator to notify parents, guardians, and/or doctors of injured persons.
4. The Principal or designee will identify a person to serve as public information contact.
5. Teachers who are unassigned should assemble in the administration building for instructions.
6. 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 become emergency service workers in the event of a declared emergency. This means that all school 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 by calling everyone on their list. 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.



Phases of 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	Sierra Charter School
Inter-pandemic 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. *Phase 2* – No new influenza virus subtypes detected in humans. However, a circulating animal influenza virus subtype poses substantial risk of human disease.	Strengthen influenza pandemic preparedness at all levels. Closely monitor human and animal surveillance data. Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs.	Ensure that staff members and students are trained in preventative measures such as respiratory etiquette and universal precautions. 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	Sierra Charter School
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. Ensure that best practices for infection detection and control measures are followed. Ensure adequate resources for staff/student protection. 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. Ensure maximum support and education for ill and affected students.

COVID-19 Prevention Program (CPP) for Sierra Charter School

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: *Last update on March 1, 2024*

Authority and Responsibility

Armando Montero, Principal has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Control of COVID-19 Hazards

Employee screening

We screen our employees by requiring every employee before coming to work to review the COVID-19 Screening Check List for Employees Coming onto Campus – *See Appendix A.*

Physical Distancing

When required by orders from the California Department of Public Health (CDPH) or local health department. Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Eliminating the need for workers to be in the workplace – e.g., telework or other remote work arrangements.
- Reducing the number of persons in an area at one time, including visitors.
- Staggered arrival, departure, work, and break times.

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Face Coverings

When required by orders from the California Department of Public Health (CDPH) or local health department. We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.

- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart and behind a protective shield.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Daily spraying of all surfaces in all buildings using a chemical fogger containing the recommended CDC water/bleach solution ratio.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- Daily spraying of all surfaces in all buildings using a chemical fogger containing the recommended CDC water/bleach solution ratio.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by disinfectant wipes.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Encouraging and allowing time for employee handwashing.
- Providing employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging employees to wash their hands for at least 20 seconds each time.
- Post proper hand washing posters in shared restrooms.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the form required by our Workers Compensation carrier.

Employees who had potential COVID-19 exposure in our workplace will be:

- Required to monitor symptoms and quarantine if symptoms occur.
- Offered COVID-19 testing at no cost during their working hours.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing

- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related and they can't work from home.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
  - COVID-19 like symptoms (i.e. allergies) have improved and 24 hours have passed.
  - At least 5 days have passed since testing positive for COVID-19 and receiving a negative COVID-19 test.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 5 days have passed since the date of specimen collection of their first positive COVID-19 test and receiving a negative COVID-19 test.

Appendix A:

Sierra Charter School
COVID-19 Screening Checklist for Employees Coming onto Campus

Before coming to work, all employees should review the following questions. If Yes to any question not related to allergies, please call an SCS administrator.

1. Do you have a fever over 100 degrees?
   - ☐ Yes
   - ☐ No

2. Do you have any of the following respiratory symptoms?
   - ☐ Cough or congestion
   - ☐ Sore throat
   - ☐ Runny nose (not related to allergies)
   - ☐ Shortness of breath or difficulty breathing

3. Do you have any of the other COVID 19 symptoms?
   - ☐ Headache
   - ☐ Nausea/vomiting or diarrhea
   - ☐ Repeated shaking/tremors
   - ☐ Muscle pains or body aches
   - ☐ New loss of taste or smell

4. Have you recently had close contact (spent an accumulation of 15 minutes or more within an 8 hour period) with someone who has tested positive?
   - ☐ Yes
   - ☐ No

Sierra Charter School Board Approval

This school plan was approved on: Febr 27, 2024.

Attested:

Lisa Marasco	Lisa Marasco	2/27/24
Typed name of school CEO	Signature of school CEO	Date
Lupe Delgado		2.27.2024
Printed name of SCS Board member	Signature of SCS Board member	Date

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:	Sierra	Charter #	Current Charter Expires: 06-30-2025	
Instructional Start Date:	Month: August		Day: 5	Year: 2024-2025
	(Must be academic year immediately following petition submission)			

Non-Profit Organization Name (if applicable): Sierra Charter School			
Charter 501C3 Name (if applicable): Sierra Charter School			
Grade Levels:	K-12	Total Projected Enrollment:	360

Designated Contact

Name:	Armando Montero	Position:	Principal
Address:	1931 N. Fine Ave.		
Telephone Numbers	Mobile: (559) 903-2394	Office: (559) 476-3411	
Email:			

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: Lisa Marasco Signature of Board President: Lisa Marasco Date: 11/02/24

Sierra Charter – 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 2023*	CA Dashboard 2024*	J.E. Young 2024 Dashboard*	LCAP Goals	21-22	22-23	23-24
ELA Performance: N size: 139 students Color/Status: Orange 8.7 points below standard Decreased by 8.2 points Equity Group(s): RED status: student group(s) none ORANGE status: student group(s) Hispanic/SED	ELA Performance: N size: 155 students Color/Status: orange 23.9 points below standard Decreased by 15.1 points Equity Group(s): Very Low status: student group(s) none Low status: student group(s) Hispanic/SED	ELA Performance: N size: 585 students Color/Status: Red 72.3 points below standard Decreased by 10.8 points Equity Group(s): Very Low status: student group(s) EL, Hispanic,LTEL, SED, DIS Low status: student group(s) AfricanAm	Points below standard will decrease and more students will meet standard or above.	-.6	-8.7	-23.9
MATH Performance: N size: 139 students Color/Status: ? 116.1 points below standard Decreased by 12.1 points Equity Group(s): RED status: student group(s) Hispanic/SED ORANGE status: student group(s) none	MATH Performance: N size: 158 students Color/Status: Red 128 points below standard Decreased by 11.9 points Equity Group(s): Very Low status: student group(s) Hispanic/SED Low status: student group(s) none	Math Performance: N size: 604 students Color/Status: Red 125.5 points below standard Decreased by 10 points Equity Group(s): Very Low status: student group(s) EL, Hisp, LTEL, SED, DIS, Wht Low status: student group(s) African Am	Points below standard will decrease and more students will meet standard or above.	-104	-116.1	-128.0
English Learner Progress: N size: 28 EL students Making Progress towards Eng Lang Proficiency: 42.9% Performance Level: N/A Progressed one ELPI level: 35.7% Maintained ELPI Level 4: 7.1% Maintained ELPI 1, 2L, 2H, 3L, 3H: 35.7% Decreased one ELPI level: 21.4%	English Learner Progress N size: 17 EL students Making Progress towards Eng Lang Proficiency: 47.1% Status: N/A Progressed one ELPI level: 47.1% Maintained ELPI Level 4: 0% Maintained ELPI 1, 2L, 2H, 3L, 3H: 35.3% Decreased one ELPI level: 17.6%	English Learner Progress N size: 148 EL students Making Progress towards Eng Lang Proficiency: 40.5% Status: RED Progressed one ELPI level: 27.7% Maintained ELPI Level 4: 0.7% Maintained ELPI 1, 2L, 2H, 3L, 3H: 31.8% Decreased one ELPI level: 39.9%	Percentage of students progressing will be increased.	N\A	42.9	47.1

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 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
Chronic Attendance: N size: 189 students Color/Status: Green Chronically Absent: 1.6% Declined/Increased by 1% Equity Group(s): Red Status: student group(s) none Orange Status: student group(s) none	Chronic Attendance: N size: 196 students Status: Blue Chronically Absent: .6% Equity Group(s): Very High status: student group(s) none High status: student group(s) none	Chronic Attendance: N size: 786 students Status: RED Chronically Absent: 26.1% Equity Group(s): Very High status: student group(s) AfricanAm, EL,Hisp,SED,LTEL,WHT High status: student group(s) SWD	Decrease in percentage of students chronically absent.	.6%	1.6 %	.6%

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 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
Suspension Rate: N size: 449 students Color/Status: Blue Suspended at least once: 0% Declined/Increased by 0% Equity Group(s): Red Status: student group(s) none Orange Status: student group(s) none	Suspension Rate: N size: 454 students Status: Blue Suspended at least once: 0% Equity Group(s): Very High status: student group(s) none High status: student group(s)none	Suspension Rate: N size: 1747 students Status: Blue Chronically Absent: .7% Equity Group(s): Very High status: student group(s) none High status: student group(s) none	Maintain 0 percent of students suspended.	0	0	0

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 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
Graduation Rate: N size: 57 students Color/Status: Orange Graduated: 84.2% Declined by 5.6% Equity Group(s): Red Status: student group(s) none	Graduation Rate: N size: 54 students Status: Green Graduated: XX.X% Equity Group(s): Very Low status: student group(s) none	Graduation Rate: N size: 252 students Status: Green Graduated: 82.5% Equity Group(s): Very Low status: student group(s) none	Increase the percentage of students in the cohort graduating.	89.8%	84.2%	84.4%

Orange Status: student group(s) Hispanic, SED	Low status: student group(s) none	Low status: student group(s) none				

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 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24
College/Career: N size: 56 students Color/Status: N/A Prepared: 8.9% Declined/Increased by N/A Equity Group(s): Red Status: student group(s) Hispanic, SED Orange Status: student group(s) none	College/Career: N size: 53 students Color/Status: Yellow Prepared: 13.2% Increased by 4.3 Equity Group(s): Red Status: student group(s) Hispanic Orange Status: student group(s) none	College/Career: N size: 247 students Color/Status: Orange Prepared: 20.6% Maintained by N/A Equity Group(s): Red Status: student group(s) Hispanic, SED Orange Status: student group(s) none	Percentage of students prepared will be increased.	N\A	8.6%	13.2%

Data Source *(if not from CDE)*:

NOTES:

Student Groups:	2021-22	2022-23	2023-24
Overall Enrollment	334	321	362
Gender	M: 154 F: 180	M: 132 F: 189	M: 145 F: 217
Reclassified EL's	66	51	56
SPED	34	43	44
Foster Youth	2	1	2
Homeless	0	4	2
SED	248	245	231
Migrant	0	0	0

Fresno Unified School District

FACILITIES AND FUTURE PLANS

FACILITIES/ADA	
Is the facility meeting the needs of your staff and students?	Y|**x**|/N☐
Will the facility continue to accommodate your growth needs?	Y|**x**|/N☐
If applicable, is your current lease still valid?	Y|**x**|/N☐
Does your lease extend through the end of your requested charter renewal term?	Y☐/N|**x**|

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.

Our current facility is well-maintained and effectively supports the needs of both our staff and students.

What procedures are in place for handling facility repairs?

Necessary repairs are reported to our Property Manager, University Monterey SPE Limited Partnership, and are followed-up by our designated staff members.

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).

University Monterey SPE, LP

2120 N Winery Ave Fresno CA 93703

Umspe@comcast.net

Re: Letter of Intent to Lease

Dear Sierra Charter,

This Letter of Intent to Lease ("LOI") outlines the general terms and conditions under which University Monterey SPE, LP ("Landlord") intends to lease to Sierra Charter School ("Tenant") the premises located at 1931 N Fine Ave Fresno CA 93727 (Administration building and all classrooms).

1. **PREMISES:** The Premises consists of approximately 20,920 square feet as follows:

BLDG	SQ FT
1875	2644
1885	3248
1903	4204
1915-103	765
1923	4174
1931	4039
1939	1846

2. Term: The Lease term will commence on July 1, 2027 for up to a five (5) year extension, to be negotiated prior to the expiration of the present Lease on June 30, 2027.

3. Conditions Precedent: This LOI is contingent upon the successful negotiation and execution of a definitive lease agreement between both parties.

4. Non-Binding Nature: This LOI is non-binding and serves as a good faith outline of the proposed Lease terms. A formal Lease Agreement, subject to further negotiation, will govern final terms.

We appreciate your commitment to partnering with us and look forward to continuing a successful relationship. Should you have any questions or required additional detail, please do not hesitate to contact us at 559-392-4363 (cell). Feel free to text and call during regular business hours.

Sincerely,

Allan H Cadgene

Partnership Manager

University Monterey SPE, LP

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 Sierra Charter

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.

www.sierracharter.org/notifications

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

Lisa Marasco	**Jun 3, 2024**
LEA Superintendent/Chief Administrator	Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM B-5**

ACTION REQUESTED: CONDUCT and APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Conduct and Approve the Board Quarterly Self-Evaluation -G1

ITEM DESCRIPTION: The Board will participate in a quarterly self-evaluation, 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: Mao Misty Her

BOARD QUARTERLY SELF-EVALUATION TEMPLATE

Current Date	2024-10-23		**Votes For/Against**	7/0		
	Baseline	**Oct - Dec 2024**	**Jan - Mar 2025**	**Apr - June 2025**	**July-Sept 2025**	**Total Possible**
Vision & Goals	0	Target- 10				**35**
Values & Guardrails	0	Target - 5				**15**
Monitoring & Accountability	0	Target - 0				**30**
Communication & Collaboration	0	Target - 1				**10**
Unity & Trust	0	Target - 1				**5**
Continuous Improvement	0	Target - 0				**5**
Total	**0**	0	0			**100**

http://tinyurl.com/SOFG-manual

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-6**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Personnel List -G2

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: Mao Misty Her

BOARD OF EDUCATION APPENDIX

Revised 1/22/25

Fresno Unified School District

1/22/2025

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 2024/25.

ELECTIONS

Certificated Personnel

1087177	Carrillo	Isabel	Nurse	Health Services	10/7/2024
1066953	Davis-Chachere	Mitchell	Teacher, Lrng Hndcp, Sdc	McLane High	10/1/2024
1085399	Matehuala	Omar	Teacher, Autistic, Sdc	Ewing Elementary	11/19/2024
1080479	Medina	Ana	Teacher, Middle School	Tehipite Middle School	12/2/2024
1087674	Singh	Melinda	Nurse	Malloch Elementary	12/2/2024

Classified Personnel

1087707	Desantos	Richard	Paraprof, Extensive Support Needs	Bullard High	11/21/2024
1075042	Diaz de Orozco	Claudia	Assistant, Resrce Cnslg Span	Edison High	12/2/2024
1087821	Ellenwood	Doris	Paraprof, Extensive Support Needs	Vinland Elementary	12/16/2024
1062445	Garcia	Roxanne	Assistant, Resrce Cnslg	Calwa Elementary	12/2/2024
1084013	Garcia Leon	Janet	Custodian	Mayfair Elementary	11/12/2024
1081772	Hernandez	Evelyn	Assistant, Resrce Cnslg	Turner Elementary School	11/18/2024
1087120	Kaur	Rajwinder	Nutrition Services Assistant	Packaging Center	11/18/2024
1081078	Lor	Suvie	Technician, Network II	Telecommunications	12/4/2024
1051306	Mack	Charmayne	Technician, Libr Media-Elem	Holland Elementary	12/16/2024
1084762	Marines	Antonio	Custodian	Ahwahnee Middle	12/5/2024
1085808	Mercado	Omar	Assistant, Campus Safety	Dakota Campus	11/18/2024
1085535	Meza	Audrianna	Assistant, Resrce Cnslg	Columbia Elementary	12/9/2024
1082213	Perez	Jennifer	Assistant, Campus Safety	Independent Study	11/18/2024
1087818	Pitts	Kevin	Carpenter	Maintenance And Operations	12/30/2024
1081280	Rodriguez	Rebekah	Lead, After Schl/Ext Day	Calwa Elementary	11/18/2024
1087685	Shabazz-stephens	Osiris	Paraprof, Extensive Support Needs	Figarden Elementary	12/2/2024
1087714	Valencia	Kimberly	Paraprof, Mild/Moderate Support Needs	Cooper Middle	12/2/2024
1075308	Woods	Kevin	Assistant, Campus Safety	Tenaya Middle School	12/10/2024
1083877	Yang	Chia	Custodian	Burroughs Elementary	11/25/2024
1085864	Yang	Houa	Custodian	Duncan Polytechnical	11/22/2024

Management Certificated

1071097	Hicks	Christina	Clinical School Social Worker	Prevention And Intervention	12/2/2024

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1024064	Brown	Gabriel	Teacher, Middle School	Edison-Computec 7-8	1/20/2025
1066953	Davis-Chachere	Mitchell	Teacher, Lrng Hndcp, Sdc	McLane High	9/30/2024
1085399	Matehuala	Omar	Teacher, Autistic, Sdc	Ewing Elementary	11/18/2024
1080479	Medina	Ana	Teacher, Middle School	Tehipite Middle School	12/1/2024
1007983	Springer	Lisa	Nurse	Special Ed	2/2/2025

1007196	Tell	Jane	Teacher, Handicapped, Severely	Ahwahnee Middle School	6/12/2025
1047901	Tromborg	Patrick	Teacher, Senior High	Roosevelt School Of The Arts	1/18/2025

Classified Personnel

1079322	Amundsen	Nathan	Assistant, Campus Safety	Bullard High	11/21/2024
1086043	Arana	Jeffrey	Paraprof, Extensive Support Needs	Robinson Elementary	12/6/2024
1086467	Bernal	Alyce	Paraprof, Extensive Support Needs	Robinson Elementary	11/27/2024
1086774	Bonner	Anastacia	Paraprof, Extensive Support Needs	Fremont Elementary	9/13/2024
1086774	Bonner	Anastacia	Paraprof, Extensive Support Needs	Fremont Elementary	12/5/2024
1050933	Cobarrubias	Janelle	Paraprof, Mild/Moderate Support Needs	Bullard High School	12/2/2024
1081091	Cooper	Harold	Assistant, Campus Safety	Cooper Middle School	11/22/2024
1082804	Cortez Lopez	Alexis	Trustee Area Liaison	Board Of Education	2/7/2025
1086457	Gonzalez	Dulce	Paraprof, Extensive Support Needs	Roosevelt High School	12/6/2024
1007544	Her	Jerry	Assistant, Resrce Cnslg	Easterby Elementary	3/3/2025
1033968	Leos-Contreras	Carolina	Technician, Libr Media-Elem	Slater Elementary	1/24/2025
1041324	Mariscal	Fernando	Nutrition Services Assistant	Food Services	1/10/2025
1025592	Martinez	Mario	Plant Coordinator I	Calwa Elementary	12/10/2024
1085086	Mora	Julissa	Assistant, Noontime	Powers Elementary	12/6/2024
1086681	Morales	Emma	Paraprof, Extensive Support Needs	Yokomi Elementary	1/15/2025
1083890	Sardina	Liliana	Assistant, Noontime	King Elementary	12/6/2024
1075888	Taylor	Harvey	Assistant, Noontime	Lawless Middle School 7-8	11/25/2024
1063378	Timmons	Malarie	Manager, Department Office	Special Ed	12/28/2024
1085642	Torres	Noelia	Paraprof, Instructional Asst	Hamilton School	12/31/2024
1042030	Valrey	Dellane	Paraprof, Instructional Asst	Muir Elementary	12/2/2024
1082087	Wyatt	Beverly	Nutrition Services Assistant	Nutrition Services	1/15/2025
1086775	Yelton	Christina	Paraprof, Extensive Support Needs	Figarden Elementary	12/12/2024

Management Classified

1036812	Gopal	Malati	Executive Officer General	Human Resources	12/30/2024
1013739	Quarles Treadwell	Felicia	Administrator, Hum Res/Lab Rel	Human Resources	1/6/2025

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1064674	Bidegain	James	Custodian	Plant Operations	11/20/2024

PROMOTIONS

Classified Personnel

1013418	Dominguez	Rachel	Supervisor, Electrical Trades	Maintenance And Operations	12/9/2024
1030533	Garcia	Albert	Operator, Swimming Pool	Roosevelt High	12/2/2024
1077616	Guerrero	Bertha	Nutrition Services Assistant	Food Services	12/2/2024
1039793	Hernandez	Yesenia	Liaison, Home/School Spanish	Centennial Elementary	12/5/2024
1070998	Hernandez Castro	Luis	Driver,Truck	Warehouse	11/15/2024
1074252	Mejia Villa	Roberto	Worker, Grnds Maint I	Plant Operations	12/26/2024
1068759	Poole	Maria	Engineer, Software	Technology Services	11/25/2024
1004638	Ramirez	Lisa	Paraeducator, Autism	Starr Elementary	12/4/2024
1027869	Ruben	Lanesha	Supervisor, Transportation Ops	Transportation	11/21/2024
1085312	Vasquez	Jaclyn	Lead, After Schl/Ext Day	Homan Elementary	11/4/2024

Management Certificated

1076028	Perez	Daniel	Social Worker, School	Homan Elementary	10/10/2024
1071120	Reinor	Eugene	Vice Principal II, Spec Asgn	Professional Development E St	12/20/2024

Management Classified

1045014	Orozco	Yesenia	Manager I (General)	Translation and Interpret Serv	11/20/2024
1041741	Seay	Teresa	Manager II, General	College Readiness	12/9/2024

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-8**

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 January 08, 2025, 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: Mao Misty Her

BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, SECOND FLOOR
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
January 08, 2025
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on January 08, 2025, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. Interim Superintendent Mao Misty Her was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:31 p.m.

For the record, Member Islas arrived at 4:51 p.m.

PLEDGE OF ALLEGIANCE

Marie Williams led the Flag Salute.

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, the Board acknowledged receipt of the Citizen's Bond Oversight Committee's Annual Report, which is available for public review and posted on the district's website.

Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 4:33 p.m.

Board President Davis RECONVENED the meeting to Open Session at 5:18 p.m.

Reporting Out of Closed Session

For the record, there were no items to report from Closed Session.

For the record, Clerk Islas read the approved Board Shared Agreements which are a component of the Student Outcomes Focused Governance work with the Council of Great City Schools. The Board Shared Agreements are as follows:

- **Respect and Civility** – Honor our shared agreements.
- **Be Honest and Honorable** – Honor my word and do not lie, deflect, or disparage others.
- **Honor the Process and any Time Limits**
- **Honor Confidentiality**
- **Be Prepared and On Time** – Be on time. Read materials or share questions ahead of time. Share as early as possible if I will be late or miss a commitment.
- **Represent All Students** - Do not represent solely my region/area.

B. CONFERENCE/DISCUSSION AGENDA

For the record, there were no items for this section of the agenda.

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 Clerk Islas, seconded by Board Member Thomas, the Board approved the Consent Agenda except for agenda item C-19, which was pulled for further discussion, by a vote of 7-0-0-0, as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

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-2, APPROVE Personnel List – G2

APPROVED as recommended, the Personnel List, Appendix A, as submitted.

C-3, ADOPT Findings of Fact and Recommendations of District Administrative Board – S

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 December 18, 2024.

C-4, APPROVE Meeting Minutes – G2
APPROVED as recommended, draft minutes for the December 18, 2024, regular meeting of the Board of Education and the December 19, 2024, Board of Education Workshop.

C-5, ADOPT Resolution No. 25-34, Reaffirming Fresno Unified School District as a Safe Place School District for Students and Families Threatened by Immigration Enforcement – G2
ADOPTED as recommended, Resolution No. 25-34, reaffirming Fresno Unified School District Board of Education will remain committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socio-economic status, or beliefs.

C-6, ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District – G2
ADOPTED as recommended, Resolutions xx-xx through xx-xx presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District.

C-7, ADOPT Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization – G1
ADOPTED as recommended, Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development (BCLAD) Authorization for the 2024/25 school year.

C-8, ADOPT Provisional Internship Permits – G1
ADOPTED as recommended, Provisional Internship Permit recommendations to rehire or hire teachers for the 2024/25 school year due to hard-to-fill credential positions.

C-9, APPROVE Retiree Contract for Nancy Harris – G1
APPROVED as recommended, a certificated retiree contract with Nancy Harris in the amount of $29,902. Ms. Harris will provide speech language services at various school sites for a total of 99 duty days, at eight-hour days. The term of the contract is January 13, 2025, and ends June 12, 2025.

C-10, APPROVE Agreements with Bertz-Rosa – Marketing Advertisement – G1
APPROVED as recommended, agreements between Fresno Unified School District and Bertz-Rosa. Bertz-Rosa will provide marketing advertisement for Career Technical Education (CTE).

C-11, APPROVE Amendment to Agreement with Fresno Economic Opportunities Commission Head Start 0-5 – G1
APPROVED as recommended, an amendment to the agreement with Fresno Economic Opportunities Commission (EOC) Head Start 0-5. This agreement is an existing partnership with Fresno EOC Head Start 0-5. The original agreement in the amount of $1,396,058 has increased to $1,451,818.

C-12, APPROVE Amendment to the Agreement with Career Nexus – G2
APPROVED as recommended, an amendment to the agreement with Career Nexus for the completion of the college and career experience and support center, previously called the IDEA (Innovation, Design, Experience, and Apprenticeship) Center.

C-13, APPROVE Award of RFP 25-16, Fresh Bread Products with Site Delivery Services – G1
APPROVED as recommended, is information on Request for Proposals (RFP) 25-16, Fresh Bread Products with Site Delivery Services, to provide fresh bread products with site delivery services served in the district's school meal programs.

C-14, APPROVE Proposed List of Board Member Committees and Organizations – G2
APPROVED as recommended, a proposed list of committees and organizations to which Board Members are appointed each year.

C-15, RATIFY Retiree Contract for Estella Reyes – G1
RATIFIED as recommended, a retiree contract for Estella Reyes to serve as a certificated tutor. The certificated tutor is responsible for Response to Intervention (RTI) in literacy for students in kindergarten through 6th grade. The focus of the RTI certificated tutor is to lead small group, intentional reading instruction, four days per week for 45 minutes each day. Strategies include guided reading and foundational reading skills practice. Student progress is monitored using Dynamic Indicators of Basic Early Literacy Skills (DIBELS) in Spanish.

C-16, RATIFY Change Orders for the Projects Listed Below – G2
RATIFIED as recommended, information on Change Orders for the projects as follows:

Bid 24-39, Dailey Elementary Charter School Multipurpose Building Heating, Ventilation, Air Conditioning Improvements
Change Order 1 presented for ratification: $1,111

Bid 24-54, Bullard High School Fencing Improvements
Change Order 2 presented for ratification: $2,330

Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements
Change Order 1 presented for ratification: $84,190

Bid 24-65, Tehipite Middle School Confidential Space Installation
Change Order 3 presented for ratification: $ -22,530

Bid 24-72, McLane High School New Gymnasium
Change Order 1 presented for ratification: $13,425

Bid 24-78 Section D, Athletic Field Rehabilitation at Tioga Middle School
Change Order 1 presented for ratification: $26,710

Bid 24-87, Gaston Middle School Sitework and Portable Improvement
Change Order 3 presented for ratification: $33,835

Bid 24-97, Tehipite Middle School FUSD Technology Hub
Change Order 3 presented for ratification: $29,542

C-17, RATIFY the Filing of Notices of Completion – G2
RATIFIED as recommended, Notices of Completion for projects completed according to plans and specifications as follows:

Bid 22-01, Addams Elementary School Building Additions and Modernization

Bid 23-54, Muir and Winchell Elementary Schools and Sequoia Middle School Heating, Ventilation, Air Conditioning Energy Management System Replacement Project

Bid 24-60, McCardle Elementary School Portables Improvement

Bid 24-65, Tehipite Middle School Confidential Space Installation

C-18, RATIFY Purchase Orders from October 01, 2025, through October 31, 2025- Primary Report – G2
RATIFIED as recommended, information on purchase orders issued from October 01, 2025, through October 31, 2025, - 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-19, RATIFY Purchase Orders from October 01, 2025, through October 31, 2025– Supplemental Report – G2
RATIFIED as recommended, information on purchase orders issued from October 01, 2025, through October 31, 2025, Supplemental Report.

For the record, Member Levine read a statement as follows:
"Agenda item C-19 on tonight's Consent Agenda, contains purchase orders between Fresno Unified School District and California Teaching Fellows Foundation, California State University,

Fresno, California State University, CSUF Association Food Services, CSUF/Association, Fresno State Alumni Association, and Fresno State University. I am employed by Fresno State.

Additionally, item C-19 contains purchase orders with the Fresno County Economic Opportunities Commission and Fresno County EOC/Food Service. 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 Member Thomas, seconded by Board Clerk Islas, agenda item C-19 was ratified by a vote of 6-0-1-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Islas, and Board President Davis. ABSTENTIONS: Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received three (3) requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Saul Quantinilla requested Fresno Unified to review bids for Transportation carefully and advocated for First Student.
2. Monica Apodaca requested Fresno Unified to review bids for Transportation carefully and advocated for First Student.
3. Jacole Paul requested Fresno Unified to review bids for Transportation carefully and advocated for First Student.

For the record, Board Members reflected on the Shared Agreements. A summary is as follows:

Member Cazares shared on the opportunity to speak with Sue Deigaard and work the Board will do around time management.

Member Jonasson Rosas shared the need to have a clock in the Board Room.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 5:37 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-9**

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Adopt Resolution No. 25-42, Office of Public-School Construction Master Plan Requirement Acknowledgment – G2

ITEM DESCRIPTION: Included in the Board binders is Resolution No. 25-42, to acknowledge a new master plan requirement from the State Office of Public-School Construction (OPSC). This requirement will be a condition of participation in the School Facility Program for all eligible project funding application submittals. The requirement is resultant from the passage of Proposition 2, a statewide bond ballot measure in the November 2024 election, also known as the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024. The resolution states the Fresno Unified School District Board of Education acknowledges and accepts the following:

(1) The master plan required by Education Code Section 17070.54 must be submitted to the OPSC by the time the application is processed by the OPSC, in the form of either a five-year school facilities master plan or updated five-year school facilities master plan.
(2) The School Board acknowledges that the project(s) may be rescinded for failure to submit a master plan with the required components.

The district will adhere to the requirements outlined above throughout the implementation of Proposition 2.

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

PREPARED BY Heidi Heltne

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations and Classified Labor Management Officer, Paul Idsvoog

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District
ACHIEVING OUR *GREATEST* POTENTIAL

BOARD OF EDUCATION
Valerie F. Davis, President
Genoveva Islas, Clerk
Claudia Cazares
Andy Levine
Elizabeth Jonasson Rosas
Keshia Thomas
Susan Wittrup

INTERIM SUPERINTENDENT
Mao Misty Her

BEFORE THE GOVERNING BOARD
OF THE FRESNO UNIFIED SCHOOL DISTRICT
FRESNO COUNTY, CALIFORNIA

RESOLUTION NO. 25-42

RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT ON JANUARY 22, 2025

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the **Fresno Unified School District** (the "District"), within County of Fresno need to be constructed, reconstructed and modernized; and

WHEREAS, Education Code Section 17070.54 currently requires, as a condition of participating in the school facilities program, that a school district shall submit to the State Office of Public School Construction (OPSC) a five-year school facilities master plan, or updated five-year school facilities master plan, approved by the School Board of the **Fresno Unified School District**,

WHEREAS, the School Board of the **Fresno Unified School District** hereby acknowledges the following:

(1) the School Board acknowledges that the master plan required by Education Code Section 17070.54 must be submitted to the OPSC by the time the application is processed by the OPSC.
(2) the School Board acknowledges that the project(s) may be rescinded for failure to submit a master plan with the required components.

NOW, THEREFORE, BE IT RESOLVED, that the School Board accepts and acknowledges that the above language applies to funding applications submitted under the School Facility Program for the following sites:

Addams Elementary
Adult Transition Program
Ahwahnee Middle
Akira Yokomi Elementary
Ann B. Leavenworth
Ayer Elementary
Aynesworth Elementary
Baird Middle
Bethune Charter
Birney Elementary
Bullard High
Bullard Talent
Burroughs Elementary
Calwa Elementary
Centennial Elementary
Cesar Chavez Adult School
Columbia Elementary

Cooper Middle
David L. Greenberg Elementary
Deborah A. Williams Elementary
Del Mar Elementary
Design Science Middle College High
DeWolf Continuation High
Dolores Huerta Early Learning Center
Easterby Elementary
Eaton Elementary
Edison Computech Middle
Edison High
Edith B. Storey Elementary
Elizabeth Terronez Middle
Ericson Elementary
Erma Duncan Polytechnical High
Ewing Elementary
Ezekiel Balderas Elementary
Farber Online Elementary
Farber Online Secondary
Farber School of Credit Attainment
Farber School of Independent Studies
Figarden Elementary
Florence E. Rata
Fort Miller Middle
Fremont Elementary
Fresno High
Fulton School
Gibson Elementary
H. Roger Tatarian Elementary
Hamilton Elementary
Heaton Elementary
Herbert Hoover High
Holland Elementary
Homan Elementary
Irwin O. Addicott
Jackson Elementary
Jefferson Elementary
Juan Felipe Herrera Elementary
King Elementary
Kings Canyon Middle
Kirk Elementary
Kratt Elementary
Lane Elementary
Lawless Elementary
LaVera Williams Early Learning Center
Lincoln Elementary
Lori Ann Infant Program
Lowell Elementary
Malloch Elementary
Manchester Gate
Mario G. Olmos Elementary
Mayfair Elementary
McCardle Elementary
McLane High
Miguel Hidalgo Elementary

Mollie S. Bakman Elementary
Morris E. Dailey Charter Elementary
Muir Elementary
Norseman Elementary
Phillip J. Patino School of Entrepreneurship
Phoenix Academy
Phoenix Secondary
Powers-Ginsburg Elementary
Pyle Elementary
Robinson Elementary
Roeding Elementary
Roosevelt High
Rowell Elementary
Rutherford B. Gaston Sr. Middle
Scandinavian Middle
Sequoia Middle
Slater Elementary
Starr Elementary
Sunnyside Agricultural Farm
Sunnyside High
Sunset Elementary
Susan B. Anthony Elementary
Tehipite Middle
Tenaya Middle
Thomas Elementary
Tioga Middle
Turner Elementary
Vang Pao Elementary
Viking Elementary
Vinland Elementary
Wawona K-8
Webster Elementary
Wilson Elementary
Winchell Elementary
Wishon Elementary
Wolters Elementary
Yosemite Middle

BE IT FURTHER RESOLVED that, in addition to the projects listed above, the School Board accepts and acknowledges the above language applies to funding applications submitted under the State School Facility Program for any other projects as necessary in the District.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 22nd day of January 2025, by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 22nd day of January, 2025, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 22nd day of January, 2025.

Clerk of the Board of Education
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-10**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Budget Revision No. 2 for Fiscal Year 2024/25 – G2

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 2 for fiscal year 2024/25. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards.

Budget Revision No. 2 for fiscal year 2024/25 includes items as follows:

- Expense changes to reflect items reported in the First Interim Financial Report approved by the Board on December 11, 2024, Program adjustments
- Grant Revisions
- Other Funds

FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately $121.5 million at June 30, 2025.

PREPARED BY: Chief Executive, Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her 

Unrestricted General Fund Adjustments and Revisions

As presented in the 2024/25 First Interim Financial Report approved by the Board on December 11, 2024, the following adjustments are being made for a net impact of $1.0 million in savings:

- Decrease of $1.6 million in Local Control Funding Formula (LCFF) due to prior year calendar actual ADA, which was lower than anticipated
- Increase in one-time prior year Lottery Revenue of approximately $952,000
- Decrease of $1.7 million in salaries and benefits based on year-to-date expenditures compared to historic averages
- Decrease of $1.8 million in supplies and services at school sites and departments including one-time laptop connectivity grant
- Increase of $1.4 million in Medi-Cal contribution due to prior year Medi-Cal Activity reimbursements
- Decrease indirect by $3.3 million due to grant adjustments

Program Adjustments to 2024/25 Budget Recommended for Approval

The following items are included for the Board's consideration and approval:

- Increase of $21,002 in one-time revenues for the Apprenticeship Program for CTE offset by expenses

Grant Revisions

The charts below, and on the following pages, show carryover, new grants, revisions to existing grants and entitlements:

Name	2024/25 Current Budget Allocation	2024/25 Adjusted Award Amount	Revised Budget Allocation
Kaiser Grant Student Wellness	$50,000	$50,000	$100,000
First 5 High Quality ECE Technical Assistance	-	20,000	20,000
Classified School Employee Summer Assistance Prog.	1,318,254	(207,845)	1,110,409
Action for Healthy Kids Grant	-	9,691	9,691
Drinking Water for Schools Grant Program	-	50,040	50,040
Total	**$1,368,254**	**($78,114)**	**$1,290,140**

Adult Education Fund – Budget Revision No. 2 reflects an increase in expenses of $25,123 for adjustments in various grant awards:

Name	2024/25 Current Budget Allocation	2024/25 Adjusted Award Amount	Revised Budget Allocation
Adult Education: ESL/Citizenship Grant	$519,756	($3,840)	$515,916
Adult Secondary Education Grant	358,510	32,630	391,140
Adult Education: English Literacy & Civics	206,383	(3,667)	202,716
Total	**$1,084,649**	**$25,123**	**$1,109,772**

Children's Center Fund – Budget Revision No. 2 reflects an increase in expenses of $777,918 for adjustments in various grant awards:

Name	2024/25 Current Budget Allocation	2024/25 Adjusted Award Amount	Revised Budget Allocation
Inclusive Early Education Expansion Grant (IEEEP)	$4,607,289	$777,918	$5,385,207
Total	**$4,607,289**	**$777,918**	**$5,385,207**

Cafeteria Fund – Budget Revision No. 2 reflects an increase in expenses of $7,469 for adjustments in various grant awards:

Name	2024/25 Current Budget Allocation	2024/25 Adjusted Award Amount	Revised Budget Allocation
California Farm to School Incubator Grant Program	$584,544	$256,127	$840,671
Child Nutrition: Fresh Fruits and Vegetables Program	2,294,581	(248,658)	2,045,923
Total	**$2,879,125**	**$7,469**	**$2,886,594**

FRESNO UNFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION No. 2

DESCRIPTION	2024/25 ADOPTED BUDGET	2024/25 CURRENT BUDGET	01/22/2025 2024/25 REVISION No. 2	DIFFERENCE BETWEEN CURRENT AND BR No. 2	DIFFERENCE BETWEEN ADOPTED AND BR No. 2
Revenues					
LCFF Sources	$ 999,539,707	$ 999,539,707	$ 997,913,585	$ (1,626,122)	$ (1,626,122)
Federal Revenues	121,959,969	181,416,349	181,416,349	-	59,456,380
Other State Revenues	295,070,917	300,072,686	300,880,153	807,467	5,809,236
Other Local Revenues	56,860,419	57,924,873	59,411,985	1,487,112	2,551,566
Total Revenues	$ 1,473,431,012	$ 1,538,953,615	$ 1,539,622,072	$ 668,457	$ 66,191,060
Expenditures					
Certificated Salaries	$ 604,284,738	$ 597,080,806	$ 597,093,985	$ 13,179	$ (7,190,753)
Classified Salaries	242,111,602	242,575,684	242,367,839	(207,845)	256,237
Employee Benefits	444,541,191	442,257,750	440,562,054	(1,695,696)	(3,979,137)
Book and Supplies	129,673,044	127,648,270	125,931,869	(1,716,401)	(3,741,175)
Services & Operating	232,738,631	258,696,687	261,998,812	3,302,125	29,260,181
Capital Outlay	6,405,789	84,447,178	84,409,261	(37,917)	78,003,472
Other Outgo	4,033,546	20,833,546	20,833,546	-	16,800,000
Direct/Indirect Costs	(2,710,797)	(2,688,202)	(2,685,886)	2,316	24,911
Total Expenditures	$ 1,661,077,744	$ 1,770,851,719	$ 1,770,511,480	$ (340,239)	$ 109,433,736
Other Sources/(Uses)					
Transfers In	$ 5,486,409	$ 5,486,409	$ 5,486,409	$ -	$ -
Transfers Out	(6,956,409)	(6,956,409)	(6,956,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	$ (1,470,000)	$ (1,470,000)	$ (1,470,000)	$ -	$ -
Net Increase/Decrease in Fund Balance	$ (189,116,732)	$ (233,368,104)	$ (232,359,408)	$ 1,008,696	$ (43,242,676)
Beginning Fund	$ -	$ -	$ -	$ -	$ -
Balance - Unaudited	$ 563,449,542	$ 607,010,959	$ 607,010,959	$ -	$ 43,561,417
Audit Adjustment					
Beginning Balance	$ 563,449,542	$ 607,010,959	$ 607,010,959	$ -	$ 43,561,417
Restatement of Beginning Balance	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	$ 374,332,810	$ 373,642,855	$ 374,651,551	$ 1,008,696	$ 318,741
Components of Ending Balance					
Revolving Cash	$ 43,534	$ 66,128	$ 66,128	$ -	$ 22,594
Stores	3,028,901	2,296,649	2,296,649	-	(732,252)
Prepaid Expense	2,189,659	3,451,535	3,451,535	-	1,261,876
Other Commitments	75,950,000	106,720,000	106,720,000	-	30,770,000
Assigned: Other Assignments	-	-	-	-	-
Restricted	156,668,224	140,645,683	140,645,683	-	(16,022,541)
Reserve for Economic Uncertainties	134,452,492	134,452,492	121,471,556	(12,980,936)	(12,980,936)
Reserve Level %	8.06%	7.56%	6.83%		
Total Ending Fund Balance	$ 372,332,810	$ 387,632,487	$ 374,651,551	$ (12,980,936)	$ 2,318,741

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or $36,549,358

As shown above the reserve for economic uncertainties is $121,471,556 with an assigned and committed ending balance of $106,720,000 set aside for future year expenses

As outlined in Board Policy 3100, the Board recognizes the importance of maintaining reserve levels during stable and volatile economic times.

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UNRESTRICTED GENERAL FUND
BUDGET REVISION No. 2

DESCRIPTION	2024/25 ADOPTED BUDGET UNRESTRICTED	2024/25 CURRENT BUDGET UNRESTRICTED	01/22/2025 2024/25 BUDGET REVISION No. 2 REVISION No. 2	DIFFERENCE BETWEEN CURRENT AND BR No. 2	DIFFERENCE BETWEEN ADOPTED AND BR No. 2
Revenues					
LCFF Sources	$ 999,539,707	$ 999,539,707	$ 997,913,585	$ (1,626,122)	$ (1,626,122)
Federal Revenues	-	$ -	-	-	-
Other State Revenues	25,813,439	$ 25,813,439	26,778,711	965,272	965,272
Other Local Revenues	25,160,131	$ 25,160,131	26,567,552	1,407,421	1,407,421
Total Revenues	$ 1,050,513,277	$ 1,050,513,277	$ 1,051,259,848	$ 746,571	$ 746,571
Expenditures					
Certificated Salaries	$ 433,916,737	$ 435,965,344	$ 435,965,344	$ -	$ 2,048,607
Classified Salaries	$ 139,320,338	$ 139,362,537	139,362,537	-	42,199
Employee Benefits	$ 266,667,511	$ 265,533,780	263,832,205	(1,701,575)	(2,835,306)
Book and Supplies	$ 51,893,711	$ 53,272,364	51,536,174	(1,736,190)	(357,537)
Services & Operating	$ 106,009,973	$ 111,920,942	111,805,837	(115,105)	5,795,864
Capital Outlay	$ 3,164,155	$ 7,981,525	7,943,608	(37,917)	4,779,453
Other Outgo	$ 1,729,188	$ 1,729,188	1,729,188	-	-
Direct/Indirect Costs	(20,045,961)	$ (20,665,522)	(17,336,860)	3,328,662	2,709,101
Total Expenditures	$ 982,655,652	$ 995,100,158	$ 994,838,033	$ (262,125)	$ 12,182,381
Other Sources/(Uses)					
Transfers In	$ 30,000	30,000	$ 30,000	$ -	$ -
Transfers Out	(1,500,000)	(1,500,000)	(1,500,000)	-	-
Other Sources					
Other Uses					
Restricted Contribution	$ (168,987,128)	$ (175,987,128)	$ (175,987,128)	$ -	$ (7,000,000)
Total Sources/(Uses)	$ (170,457,128)	$ (177,457,128)	$ (177,457,128)	$ -	$ (7,000,000)
Net Increase/Decrease in Fund Balance	$ (102,599,503)	$ (122,044,009)	$ (121,035,313)	$ 1,008,696	$ (18,435,810)
Beginning Fund Balance - Adopted	$ 318,264,089	$ 355,041,181	$ 355,041,181	$ -	$ 36,777,092
Audit Adjustment	$ -	$ -	$ -	$ -	$ -
Beginning Balance	$ 318,264,089	$ 355,041,181	$ 355,041,181	$ -	$ 36,777,092
Ending Fund Balance	$ 215,664,586	$ 232,997,172	$ 234,005,868	$ 1,008,696	$ 18,341,282

FRESNO UNFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
BUDGET REVISION No. 2

DESCRIPTION	2024/25 2024/25 ADOPTED BUDGET RESTRICTED	2024/25 2024/25 CURRENT BUDGET RESTRICTED	01/22/2025 BUDGET REVISION No. 2 REVISION No. 2	DIFFERENCE BETWEEN CURRENT AND BR No. 2	DIFFERENCE BETWEEN ADOPTED AND BR No. 2
Revenues					
LCFF Sources	$ -	$ -	$ -	$ -	$ -
Federal Revenues	$ 121,959,969	181,416,349	181,416,349	-	59,456,380
Other State Revenues	$ 269,257,478	274,259,247	274,101,442	(157,805)	4,843,964
Other Local Revenues	$ 31,700,288	32,764,742	32,844,433	79,691	1,144,145
Total Revenues	$ 422,917,735	$ 488,440,338	$ 488,362,224	$ (78,114)	$ 65,444,489
Expenditures					
Certificated Salaries	$ 170,368,001	$ 161,115,462	$ 161,128,641	$ 13,179	$ (9,239,360)
Classified Salaries	$ 102,791,264	$ 103,213,147	103,005,302	(207,845)	214,038
Employee Benefits	$ 177,873,680	$ 176,723,970	176,729,849	5,879	(1,143,831)
Book and Supplies	$ 77,779,333	$ 74,375,906	74,395,695	19,789	(3,383,638)
Services & Operating	$ 126,728,658	$ 146,775,745	150,192,975	3,417,230	23,464,317
Capital Outlay	$ 3,241,634	$ 76,465,653	76,465,653	-	73,224,019
Other Outgo	$ 2,304,358	$ 19,104,358	19,104,358	-	16,800,000
Direct/Indirect Costs	17,335,164	$ 17,977,320	14,650,974	(3,326,346)	(2,684,190)
Total Expenditures	$ 678,422,092	$ 775,751,561	$ 775,673,447	$ (78,114)	$ 97,251,355
Other Sources/(Uses)					
Transfers In	5,456,409	5,456,409	5,456,409	-	-
Transfers Out	(5,456,409)	(5,456,409)	(5,456,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	168,987,128	175,987,128	175,987,128	-	7,000,000
Total Sources/(Uses)	$ 168,987,128	$ 175,987,128	$ 175,987,128	$ -	$ 7,000,000
Net Increase/Decrease in Fund Balance	$ (86,517,229)	$ (111,324,095)	$ (111,324,095)	$ -	$ (24,806,866)
Beginning Fund Balance - Adopted	$ 245,185,453	$ 251,969,778	$ 251,969,778	$ -	$ 6,784,325
Beginning Balance	$ 245,185,453	$ 251,969,778	$ 251,969,778	$ -	$ 6,784,325
Restatment of Beginng Balance			$ -	$ -	$ -
Ending Fund Balance	$ 158,668,224	$ 140,645,683	$ 140,645,683	$ -	$ (18,022,541)

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE: January 22, 2025

FUND: **Adult Education Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	3,338,119	3,473,035	3,473,035	0
2000	Classified Salaries	2,171,707	2,181,604	2,181,604	0
3000	Employee Benefits	2,836,826	2,916,387	2,916,387	0
4000	Books and Supplies	876,749	880,480	905,603	25,123
5000	Services and Other Operating	553,730	1,283,392	1,283,392	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	9,777,131	10,734,898	10,760,021	25,123
7300	INDIRECT COSTS	234,534	238,048	238,048	0
	TOTAL APPROPRIATIONS	10,011,665	10,972,946	10,998,069	25,123
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	1,654,826	1,455,360	1,480,483	25,123
	STATE REVENUES	7,129,736	7,950,327	7,950,327	0
	LOCAL REVENUES	595,358	595,358	595,358	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	9,379,920	10,001,045	10,026,168	25,123
	Beginning Fund Balance	1,224,921	1,230,710	1,230,710	0
	Change to Fund Balance	(631,745)	(971,901)	(971,901)	0
	Ending Fund Balance	593,176	258,809	258,809	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE: January 22, 2025

FUND: **Children Center Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	9,721,109	10,754,339	10,793,229	38,890
2000	Classified Salaries	6,649,594	5,677,942	5,778,067	100,125
3000	Employee Benefits	11,975,289	11,826,126	11,882,295	56,169
4000	Books and Supplies	2,619,404	1,951,015	1,951,015	0
5000	Services and Other Operating	1,585,815	1,350,269	1,365,869	15,600
6000	Capital Outlay	2,304,737	3,970,612	4,530,706	560,094
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	34,855,948	35,530,303	36,301,181	770,878
7300	INDIRECT COSTS	1,147,561	1,121,347	1,128,387	7,040
	TOTAL APPROPRIATIONS	36,003,509	36,651,650	37,429,568	777,918
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	548,116	414,731	414,731	0
	STATE REVENUES	29,660,171	32,649,907	33,427,825	777,918
	LOCAL REVENUES	3,223,182	3,491,657	3,491,657	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	33,431,469	36,556,295	37,334,213	777,918
	Beginning Fund Balance	2,572,041	95,355	95,355	0
	Change to Fund Balance	(2,572,040)	(95,355)	(95,355)	0
	Ending Fund Balance	1	0	0	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE: January 22, 2025

FUND: **Cafeteria Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	18,638,061	18,617,326	18,639,905	22,579
3000	Employee Benefits	13,979,161	13,965,293	13,979,852	14,559
4000	Books and Supplies	28,903,510	28,875,674	28,792,016	(83,658)
5000	Services and Other Operating	4,074,474	4,074,566	4,075,155	589
6000	Capital Outlay	711,579	1,411,115	1,461,115	50,000
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	66,306,785	66,943,974	66,948,043	4,069
7300	INDIRECT COSTS	1,328,702	1,328,807	1,332,207	3,400
	TOTAL APPROPRIATIONS	67,635,487	68,272,781	68,280,250	7,469
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	55,490,194	55,497,930	55,249,272	(248,658)
	STATE REVENUES	10,911,860	11,349,975	11,349,975	0
	LOCAL REVENUES	1,277,805	1,321,295	1,577,422	256,127
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	67,679,859	68,169,200	68,176,669	7,469
	Beginning Fund Balance	23,565,200	30,752,693	30,752,693	0
	Restatement of Fund Balance	0	0	0	0
	Change to Fund Balance	44,372	(103,581)	(103,581)	0
	Ending Fund Balance	23,609,572	30,649,112	30,649,112	0

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-11**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Grant Application to the California Commission on Teacher Credentialing - 2024 Teacher Residency Expansion Grant – G1

ITEM DESCRIPTION: Included for Board consideration and approval is a request to write the grant application to the California Commission on Teacher Credentialing - 2024 Teacher Residency Expansion Grant.

The Fresno Unified Teacher Development Department proposes to continue the development of a Teacher Residency program in partnership with Fresno State University, Fresno Pacific University, and National University to support teacher candidates in earning a teaching credential. Fresno Unified will implement three primary objectives with each partner: 1) Recruitment and selection of diverse talent into the Fresno Teacher Residency Program, 2) Fresno Unified and university partners collaboratively reform the teacher preparation curriculum to train highly effective multiple subject, single subject, and special education residents, and 3) Induction and retention of new teacher graduates. This grant extends the 2022 Teacher Residency Grant currently awarded and proposes to enroll 200 additional residents for two project years from 2027/28 to 2028/29 school years.

Enrolled residents commit in writing to work in a multiple subject, single subject, or special education setting in a Fresno Unified school for a period of at least four school years after the candidate obtains a preliminary credential.

FINANCIAL SUMMARY: The grant award is up to $8 million over the two-year grant extension from 2027/28 to 2028/29.

PREPARED BY: Teresa Morales-Young, Administrator of Teacher Development

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

CABINET APPROVAL: Chief of Human Resources/Labor Relations, David Chavez

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-12**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Amendment to Agreement with Hanna Interpreting Services – G1

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Hanna Interpreting Services. Interpretation services are intended to support newcomer students in their native language so they can better access school resources, transition to their new school environment, connect with teachers, access content for learning, learn survival phrases, and build adult connections to school staff. The request is to cover the additional expenses resulting from the increased number of newcomer students enrolled in Fresno Unified.

Additionally, there was an increase in the need for language support for languages that are less common, which are also charged at a higher cost for service. The uncommon languages include Arabic, Dari, Lingala and Pashto. The original agreement amount, approved by the Board on June 20, 2024, was $100,000. With the requested increase of $50,000, the total amount of the amended agreement will be $150,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of $150,000 are available in the Title III Immigrant budget.

PREPARED BY: Marie Williams, Ed. D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo Ed.D.

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 225094

Federal Funding Will Be Used

Hanna Interpreting Services Llc	***3322 Sweetwater Springs Blvd Unit 204***
Vendor Name	***Address***
619-930-9648	**Daisey Gonzalez**
Phone Number	***Vendor Contact***
Term (Duration) From: 8/1/2024	**Through: 6/30/2025**
FUSD Contract Administrator: Erica.Piedra@fresnounified.org	**Multi-Lingual/Multi-Cultural**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **060 4201 0758 5110 4760 1000**

Original Contract: $100,000.00
Amended Contract: $150,000.00

Authorized as Not to Exceed

Scope of Work Summary: *Hanna* Interpreting *Services Provides Interpreters For Newcomer Students With Uncommon Languages. An Increase Of $50,000 Is Requested To Accommodate The Needs Of Newly Enrolled 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:** Erica Piedra

2) Reviewed & approved by **Cabinet Level:** Carlos Castillo

3) Vendor Daisey Gonzalez

4) Reviewed & approved by **Risk Management:**

5) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Roselia.Ornelas@Fresnounified.Org

Routing: Board Date(if applicable): 1/22/2025

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *225094* Funding: *Federal Funding Will Be Used*

School/Department Budget:	**060 4201 0758 5110 4760 1000**
Contractor's Vendor Name:	***Hanna Interpreting Services Llc***
Contractor's Contact Person:	**Daisey Gonzalez**
Contractor's Title:	***Account Manager***
Contractor's Telephone Number:	**619-930-9648**
Contractor's E-mail:	***Daisey.Gonzalez@Hannais.Com***
Contractor's Address:	***3322 Sweetwater Springs Blvd Unit 204***
Original Contract Amount:	**$100,000.00** Original Contract Board Approval: **100,000**
This Amendment Contract Amount:	**$150,000.00**

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 8/1/2024 (the "Effective Date") by Fresno Unified School District ("District") and ***Hanna Interpreting Services Llc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Summarize briefly the types of work included (Consulting, Designer, etc,) and the project description.

In Fresno Unified School District, we have observed a significant increase in the demand for interpreting services driven by the growing number of newcomers in our schools. This surge highlights the critical role Hanna interpreting services plays in facilitating communication, supporting integration, and ensuring equitable access to education and resources for all students.

Currently, in grades K-6, 77 students speak low-incidence languages, yet only 16 have received interpreter support as of December 9, 2024. Similarly, in grades 7-12, 58 students require language assistance, with only 23 served to date. Languages represented include Arabic, Pashto, Dari, Hindi, and others, reflecting a rich linguistic diversity.

To meet this rising need effectively and sustain the high standards of support our district values it is imperative that we expand our capacity by increasing the availability of interpreting services. This investment will ensure that all students in Fresno Unified School District receive the support they need to thrive academically and socially.

b.) REQUIREMENTS: English Learner Services staff will work closely with Hanna Interpreting Services LLC personnel to coordinate interpreting services for recently arrived immigrant students in grades K-12th.

c.) SPECIFIC TASKS: The students will be taught important phrases for expressing their immediate needs, and they will also be informed about the rules and expectations of both their classroom and the school site. To evaluate the effectiveness of the interpreting support, teachers will fill out a feedback survey which will help identify areas for improvement.

d.) DELIVERABLES AND DELIVERY SCHEDULE: Contractor agrees to provide

When determined that a newcomer student is in need of translation services to support transition, EL Services staff will follow the process below to assign services to newcomers. In-person Interpretation Workflow:

1. Fresno Unified personnel will request services using an Online Customer Portal. Each in-person interpreting request shall be for a minimum of 2 hours with the rate ranging from $75-$95 per hour. The rate is based on the language being requested.
2. . All requests will be reviewed by a live person to ensure dates, times, and locations have been entered correctly.
3. Their automated scheduling process locates and assigns the nearest available interpreter. The interpreter will be required to give verbal confirmation of their availability as well as register online.
4. All assignments will be reviewed by a live person to ensure the most qualified interpreter has been scheduled for the job.
5. The interpreter will receive an email reminder including the date, time, and location of the upcoming job.
6. The interpreter will receive a text reminder requiring a confirmation of the job. A live person will review the confirmations to ensure all interpreters have registered.
7. A live person will review the job times and feedback notes submitted by Fresno Unified School District personnel.

e.) NOTICE REGARDING LATE DELIVERY: Pre-Scheduled Consecutive In- Person Interpretation Terms and Conditions:

Cancellation : All assignments must be cancelled during normal business hours (8:00 a.m.-5:00p.m. and no less than twenty-four (24) hours prior to the assignment date and time to avoid being charged the entire estimated duration of the assignment. Cancelling services must be done through the company, not the individual interpreter. A consumer or third-party no-show that results in a cancelled assignment shall be classified as a late cancellation and billed for the entire estimated assignment duration.

Billing Increments: Additional time after the minimum shall be billed in fifteen (15)minute increments. Requests estimated to exceed the minimum hours shall be billed for the estimated assignment duration.

Consumer privacy and Exclusivity: Unless negotiated prior to the appointment or in an addendum to this master contract, all appointments are exclusive to a single consumer to comply with various state and federal privacy and compliance regulations including HIPPA, COPPA, CCPA, etc.

f.) PERSONNEL/KEY PERSONNEL: 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 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 see., 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.

g.) GENERAL ACCEPTANCE CRITERIA:

Interpreter's Role & Responsibilities

Kindly ensure that you arrive on time. If unforeseen circumstances delay your arrival, please notify the school site promptly. The EL Service staff will inform your Hanna supervisor about your delayed arrival and the situation at hand.

- Check-in at the school's office – Wear id badge

- Complete the time log for each workday-When completed have Supervising Teacher send through Intra-district email to English Learner Services Attention: Margarita White or May Siong

- Encourage and support student to practice speaking in English.

- Support the student with learning survival phrases to communicate immediate needs.

- Support the student with understanding the rules and expectations.

- Ask the teacher to identify students with the same primary language (like language students should be seated near each other to facilitate your work; new students may arrive over the time you are assigned to support).

- Preview content in student's primary
language to tap prior knowledge.
Say: "We're going to be learning about…"
Ask: "What do you know about…?"

- Before interpreting the content, allow the student to try and make sense of it. Ask them what they understood and fill in any gaps.

- Ask student comprehension questions periodically during class following a 10/2 model: For every 10 minutes of teacher talk, 2 minutes should be dedicated to providing students with processing time.

- Review content in student's native language to ensure student understood the lesson and to answer questions or clarify concepts or ideas.

Call or meet with parents/guardians, during your contracted time, to inform them of the support and to help you and their teacher learn more about the student.
*It is essential that, as the interpreter, you always remain with the student, including in the location assigned by the supervising teacher. Please stay focused on your responsibilities and minimize any distractions that could hinder your ability to effectively support the student.

h.) LOCATION/HOURS OF WORK: The Interpretation services will be provided in-person on a District K-12 school site campus, specifically within a designated classroom. See attachment.

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*
Fresno Unified is presently facing a challenge in providing adequate support to our recently arrived immigrant students, as we lack trained interpreters who can facilitate communication in their native languages. To address this issue, we propose to engage the services of Hanna Interpreting Services LLC, which is well regarded for providing highly professional and skilled interpreters. By contracting with Hanna Interpreting Services LLC, we will be able to offer our students the necessary support during their critical initial days of school, as they adapt to a new language and education system. These interpreters will be invaluable resources, helping our students to communicate their needs and comprehend the instructions given to them. We have welcomed 658 English Learner newcomers in grades K-12 this school year.	English Learner Services staff will work closely with Hanna Interpreting Services LLC personnel to coordinate interpreting services for recently arrived immigrant students in grades K-12th.	English Learner Services TSAs will identify recently arrived immigrant students who meet the criteria for interpreting services. The EL TSA will work with school personnel to determine the dates and times for the interpretation support. The EL TSA will then submit a request to Hanna Interpreting Services, who will assign an interpreter and communicate the details via email. This information will also be accessible on their online customer portal.	Recently arrived immigrant students in K-12th grades who are non-native English speakers, have been in the United States for less than six months, and scored at a novice level on the Initial English Language Proficiency Assessments for California (ELPAC) will be eligible to receive this temporary supportive serviced. The hours will vary based on each student's grade level. Grade Levels Hours K-3rd 16 4th-6th 20 7th-12th 24	The students will be taught important phrases for expressing their immediate needs, and they will also be informed about the rules and expectations of both their classroom and the school site. To evaluate the effectiveness of the interpreting support, teachers will fill out a feedback survey, which will help identify areas for improvement.	Once students have been in our country for one year, we expect them to be better adjusted and thriving in our schools. We will monitor their academic progress using local and state assessments, which can include i-Ready, Summit K-12, SBAC, and ELPAC.	Our goal is for all English learner newcomers to become proficient in English and prepared for college and career success. We will monitor students' progress using local and state assessments.

II. Academic Return on Investment

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Hanna Interpreting Services Llc

Daisey Gonzalez

Name:*Daisey Gonzalez , *Title: Account Manager

Dec 20, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Dec 20, 2024

Date

Contract: HANNA INTERPRETING SERVICES LLC

FUSD Contract Administrator:
Erica.Piedra@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Contract Routing Form

Routing Contract Status: FINAL

Please review the attached document linked below. Apply your approval to continue routing by scrolling down to your signature line.

Budget Manager Signed FINAL this must be cleared if you are trying to re-route a corrected version.

20240508163802371.pdf 2.31MB

Contract Attachments Exhibits/Appendices/Quotes etc..

Fresno Unified Rate Sheet.pdf 359KB

Agenda Item Required for Amendments or items that have already been board approved and need signatures.

Original Agreement Required for Amendments

VENDOR INFORMATION (as found in AMS)

Hanna Interpreting Services Llc

Vendor Contact Primary/Signature Authority

Sean Spicer

Vendor Email daisey.gonzalez@hannais.com

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department Multi-Lingual & Multi-Cultural

Site Contact Email Roselia.Ornelas@fresnounified.org

Site Contact Phone (559) 457-3916

CONTRACT DETAILS

Contract Total $ 100,000.00

Amount is: Estimated

Contract Start Date 8/1/2024

Contract End Date 7/31/2025

Summarized Services to be provided For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Newcomer students identified as needing support in languages of limited diffusion will be provided an interpreter from Hanna Interpreting services to facilitate communication.

Date item is to appear on Board of Education Agenda: (Contracts of $15,000 or more)

Contract Issued to Hanna Interpreting Services Llc

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Rejecting back for corrections. Must choose at least one option to hide signature field

- [ ] Missing budget manager signature
- [ ] Missing vendor signature
- [ ] Missing vendor acknowledgement missing on #5
- [ ] Missing vendor acknowledgement missing on 6, 7, 8
- [ ] Missing metrics on AROI
- [ ] Need more details on Scope of Work

Department Leader Erica.Piedra@fresnounified.org

Department Leader Signature Dept. Leader Approval

Erica Piedra

Erica Piedra | 6/7/2024 6/7/2024 10:02:04 AM | | IP Address:

Cabinet Level Officer Chief Academic Officer

Cabinet Level Officer * Cabinet Approval

Natasha Baker

Toni Jorge | 6/7/2024 | 6/7/2024 10:06:16 AM | IP Address:

Stacey Sandoval, *Executive Director Risk Management* Stacey A. Sandoval

Patrick Jensen, *Chief Financial Officer* Patrick W. Jensen 6/21/2024

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

Fresno Unified School District

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Achieving our Greatest Potential!

GENERAL INFORMATION **Contract Number:** 167738 Federal Funding will be used

School/Department Budget: 060 4201 0758 5110 4760 1000

District Contact Person: Roselia.Ornelas@fresnounified.org

Budget Manager Approval: Erica M. Piedra

Contractor's Vendor Name: Hanna Interpreting Services Llc

Contractor's Contact Person: Scan Spicer

Contractor's Title: Rev. Ops. Manager

Contractor's Telephone Number: (619) 930-9396

Contractor's E-mail: daisey.gonzalez@hannais.com

Contractor's Address: 3322 Sweetwater Springs Blvd. Unit 204, Spring Valley, CA 9197

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 August 1, 2024 (the "Effective Date") by Fresno Unified School District ("District") and Hanna Interpreting Services Llc ("Contractor").

1. Contractor Services. Contractor agrees to provide

When determined that a newcomer student is in need of translation services to support transition, EL Services staff will follow the process below to assign services to newcomers. In-Person Interpretation Workflow:

1. Fresno Unified personnel will request services using an Online Customer Portal. Each in-person interpreting request shall be for a minimum of 2 hours with the rate ranging from $75-$95 per hour. The rate is based on the language being requested.
2. All requests will be reviewed by a live person to ensure dates, times, and locations have been entered correctly.
3. Their automated scheduling process locates and assigns the nearest available interpreter. The interpreter will be required to give a verbal confirmation of their availability as well as register online.
4. All assignments will be reviewed by a live person to ensure the most qualified interpreter has been scheduled for the job.
5. The interpreter will receive an email reminder including the date, time, and location of the upcoming job.
6. The interpreter will receive a text reminder requiring a confirmation of the job. A live person will review the confirmations to ensure all interpreters have reregistered.
7. A live person will review the job times and feedback notes submitted by Fresno Unified School District personnel.

Pre-Scheduled Consecutive In-Person Interpretation Terms and Conditions:

Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m.-5:00 p.m.) and no less than twenty-four (24) hours prior to the assignment date and time to avoid being charged the entire estimated duration of the assignment. Cancelling services must be done through the company, not the individual interpreter. A consumer or third-party no-show that results in a cancelled assignment shall be classified as a late cancellation and billed for the entire estimated assignment duration.

Billing Increments: Additional time after the minimum shall be billed in fifteen (15) minute increments. Requests estimated to exceed the minimum hours shall be billed for the estimated duration.

Consumer Privacy and Exclusivity: Unless negotiated prior to the appointment or in an addendum to this master contract, all appointments are exclusive to a single consumer to comply with various state and federal privacy and compliance regulations including HIPAA, COPPA, CCPA, etc.

Academic Return on Investment

to be completed by district staff

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*	***Medium-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Fresno Unified is presently facing a challenge in providing adequate support to our recently arrived immigrant students, as we lack trained interpreters who can facilitate communication in their native languages. To address this issue, we propose to engage the services of Hanna Interpreting Services LLC, which is well regarded for providing highly professional and skilled interpreters.	English Learner Services staff will work closely with Hanna Interpreting Services LLC personnel to coordinate interpreting services for recently arrived immigrant students in grades K-12th.	.English Learner Services TSAs will identify recently arrived immigrant students who meet the criteria for interpreting services. The EL TSA will work with school personnel to determine the dates and times for the interpretation support.	Recently arrived immigrant students in K-12th grades who are non-native English speakers, have been in the United States for less than six months, and scored at a novice level on the Initial English Language Proficiency Assessments for California (ELPAC) will be eligible to receive this temporary supportive serviced. The hours will vary based on each	At least 80% of our newcomers who speak a language of limited diffusion will be assigned an interpreter. To evaluate the effectiveness of the interpreting support, teachers will fill out a feedback survey, which will help identify areas for improvement.	Once students have been in our country for one year, we expect them to be better adjusted and thriving in our schools. At least 50% of our English learner newcomers will progress one ELPI level as measured on the summative ELPAC.	Our goal is for all English learner newcomers to become proficient in English and prepared for college and career success. We expect 100% of our students to reclassify as fluent English proficient on time.

Academic Return on Investment

to be completed by district staff

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*	***Medium-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
By contracting with Hanna Interpreting Services LLC, we will be able to offer our students the necessary support during their critical initial days of school, as they adapt to a new language and education system. These interpreters will be invaluable resources, helping our students to communicate their needs and comprehend the instructions given to them. We have welcomed 658 English Learner newcomers		The EL TSA will then submit a request to Hanna Interpreting Services, who will assign an interpreter and communicate the details via email. This information will also be accessible on their online customer portal.	.Grade Levels K-3rd16 hrs. 4th-6th20 hrs. 7th-12th24 hrs.			

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on August 1, 2024, and shall terminate on July 31, 2025. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of $100,000.00 per year, not to exceed $100,000.00. Checks will be made payable to Hanna Interpreting Services Llc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ **Yes** (See below) ☑ **No**, Vendor initial here SS

   a. Lodging $.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*

   b. Meals $.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*

   c. Travel $.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies $.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 $.00

6. Employment. Are you a current FUSD employee? ☐ Yes ☑ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☑ No

8. California Residency. Contractor is a resident of the state of California: ☑ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: http://www.ppcpas.com/fresno-unified-fraud-alert. 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.

10. 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 SS District's initials SS

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 may be 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:

Contractor's initials SS 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: Hanna Interpreting Services Llc

Name: Sean Spicer

Address:
3322 Sweetwater Springs Blvd. Unit 204,
Spring Valley, CA 91977

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

6/21/2024

Date

CONTRACTOR

Hanna Interpreting Services Llc

Sean Spicer

Name: Sean Spicer ***, Title:*** Rev. Ops. Manager

5/3/2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

6/10/2024

Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-13**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts – G2

ITEM DESCRIPTION: Included in the Board binders is a list of five piggyback contracts for use during 2024/25 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to technology equipment, maintenance equipment/supplies, natural gas /energy and library/ professional development books.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies/materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner.

All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports. The complete contracts are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated in the backup material; funding will be determined on a project-by-project basis.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations and Classified Labor Management Officer, Paul Idsvoog

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

PIGGYBACK BACKUP SUPPLEMENTAL LIST
January 22, 2025 BOARD MEETING

Supplier and Primary Location		Piggyback Contract Name (and Cooperative Agency Name, if applicable)	Lead Agency	Estimated Annual $	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
1.	CDW Government, LLC Vernon Hills, IL	Foundation for California Community Colleges Contract: 0000-4442 Information Technology and Personal Computer/ Computing Peripherals	Foundation for California Community Colleges	$40,000,000	Allows for purchase of large volumes of technology to meet the district's demands. Expedited purchase ability is essential due to fast changing technology standards.	Prices are discounted from 4.5% to 18% depending on category.
2.	Grainger, Inc. Fresno, CA	OMNIA Partners Contract: 240078-01 Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials	City of Tucson, AZ	$500,000	Allows purchase of large volumes of MRO supplies to meet the district's demands. Expedited purchase ability is essential.	Prices are discounted from 5% to 32% off catalog prices. This contract is replacing Contract 192163 which is expiring 12/31/2024.
3.	EveryDay Labs in Class Today, Inc. Redwood City, CA	The Interlocal Purchasing System (TIPS) Contract: 240804 Academic and Educational Goods and Services	Region 8 ESC-TX	$400,000	The district will purchase a program for attendance to enhance family communication and support.	Pricing will be negotiated off list price.
4.	Barnes & Noble New York, NY	The Interlocal Purchasing System (TIPS) Contract: 230904 Books Library and Educational Materials	Region 8 ESC-TX	$750,000	Purchase of library books and professional development books	Prices are discounted from 5% to 32% off catalog prices.

PIGGYBACK BACKUP SUPPLEMENTAL LIST
January 22, 2025 BOARD MEETING

	Supplier and Primary Location	Piggyback Contract Name (and Cooperative Agency Name, if applicable)	Lead Agency	Estimated Annual $	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
5.	Commercial Energy of Montana Inc., dba Commercial Energy of California Oakland, CA	Natural Gas and Utility Management Services Contract: 23-24-PB-007	Campbell Union High School District	$5,000,000	Purchase of bulk natural gas at reduced rates	12-Month Capped Rate provides the district with a monthly variable rate but with a known price "ceiling" that cannot be exceeded during the entire contract term.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-14**

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below – G2

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

Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements, Change Order 6 includes but may not be limited to adding the following: deduct from contract amount for liquidated damages caused by delayed project completion.

Original Contract Amount:	$	4,189,000
Change Order(s) previously ratified:	$	73,674
Change Order 6 presented for ratification:	$	- 162,448
New Contract Amount:	$	4,100,226

Bid 24-25, Education Center Board Room Remodel, Change Order 3 includes but may not be limited to adding the following: demolition and hazardous material abatement and stabilization, carpet and floor tile, data cabinet, steam and condensate piping connection, marble tile repair, replacement of door hardware, install of antique bulletin boards, painting, HVAC modifications and credit for unused bid allowance.

Original Contract Amount:	$	4,601,000
Change Order(s) previously ratified:	$	254,848
Change Order 3 presented for ratification:	$	42,888
New Contract Amount:	$	4,898,736

Bid 24-51, Wawona Middle School Sitework and Portable Improvement, Change Order 2 includes but may not be limited to adding the following: fencing replacement, credit for fire sprinklers, vision lites in doors, irrigation valve, cabinets and locks, fire safe and credit for unused bid allowance.

Original Contract Amount:	$	1,623,100
Change Order(s) previously ratified:	$	130,194
Change Order 2 presented for ratification:	$	-139,924
New Contract Amount:	$	1,613,370

Bid 24-61, Kirk Elementary School Sitework and Portable Improvements, Change Order 2 includes but may not be limited to adding the following: hand digging for trenches, credit for tackboard and sheet vinyl flooring, replacement of door hardware, fire alarm raceway, intrusion alarm devices and piping, tree relocation, tether ball pole and add 123 days to project duration.

Original Contract Amount:	$	972,600
Change Order(s) previously ratified:	$	31,790
Change Order 2 presented for ratification:	$	-75,644
New Contract Amount:	$	928,746

Bid 24-67, Bullard High School Confidential Space Installation, Change Order 1 includes but may not be limited to adding the following: break metal at windows, credit for unused bid allowance and add 102 days to contract duration.

Original Contract Amount:	$	247,600
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	-41,769
New Contract Amount:	$	205,831

Bid 24-96 Sections A, B, and C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement, Change Order 2 (Section A Cesar Chavez) includes but may not be limited to adding the following: play equipment modification, concrete curb, credit for unused landscape allowance, and add 45 days to contract duration.
Change Order 2 (Section B King) includes but may not be limited to adding the following: handrail and fencing modifications, underground utility investigation, credit for unused landscape allowance, and add 45 days to contract duration.
Change Order 2 (Section C Lincoln) includes but may not be limited to adding the following: drinking fountain, sign supports, fencing modifications, sheet metal shrouds, truncated domes, painting, washer and dryer with infrastructure, metal deck repair, credit for unused landscape allowance, and add 45 days to contract duration.

Original Contract Amount (Cesar Chavez, King, Lincoln):	$	2,834,700
Original Contract Amount (Cesar Chavez):	$	1,225,700
Change Order(s) previously ratified:	$	- 163,294
Change Order 2 presented for ratification:	$	84,117
New Contract Amount:	$	1,146,523
Original Contract Amount (King):	$	857,400
Change Order(s) previously ratified:	$	- 40,602
Change Order 2 presented for ratification:	$	18,241
New Contract Amount:	$	835,039

Original Contract Amount (Lincoln):	$	751,600
Change Order(s) previously ratified:	$	-12,498
Change Order 2 presented for ratification:	$	314
New Contract Amount:	$	739,416
New Contract Amount (Cesar Chavez, King, Lincoln):	$	2,720,978

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: A credit of $162,448 will be applied to the School Facilities Fund for Bid 21-10, sufficient funds in the amount of $42,888 are available in the General Fund for Bid 24-25, a credit of $257,337 will be applied to the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-51, 24-61, and 24-67, and $102,672 is available in the Inclusive Early Education and Expansion Program Grant for Bid 24-96 Sections A, B, and C.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations and Classified Labor Management Officer, Paul Idsvoog

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
New K Building at Ewing Elementary School
4873 East Olive Ave.
Fresno, CA 93727

CHANGE ORDER No. :	**006**
DSA File No. :	10-48
Application No. :	02-117886

CONTRACTOR :
Divcon Incorporated
2882 Larkin Ave. Suite. B
Clovis, CA 93612

DESIGNER'S PROJECT No. :	1711
FUSD BID/CONTRACT No. :	21-10
CONTRACTOR P.O. No. :	696158 A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	4,189,000.00
Net change by previously authorized Change Orders	$	73,673.58
The Contract Sum prior to this Change Order was	$	4,262,673.58
The Contract Sum will be adjusted by	$	(162,447.62)
The new Contract Sum, including this Change Order will be	$	4,100,225.96
The Contract Completion date prior to this Change Order was		16-Dec-21
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		16-Dec-21

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+CZ Architects, INC.	**Divcon Incorporated**	**Fresno Unified School District**
5650 N. Fresno St. #110	2882 Larkin Ave. Suite. B	4600 N. Brawley
Fresno, CA 93710	Clovis, CA 93612	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jared Ramirez	By: John Gandy	By: Alex Belanger
Date: 4.11.2024	Date: 5/18/2024	Date: 6/24/24

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 6-1

DESCRIPTION OF CHANGE:

Deduct from contract amount Liquidated Damages for delayed completion. Current contract completion date is December 16, 2021; first used of building by District (stocking furniture) occurred on May 10, 2022.
Total delayed completion: 145 calendar days of Liquidated Damages calculated at $2,500 per calendar day = ($362,500). Actual cost to District $162,447.62

REASON FOR CHANGE:

Liquidated Damages for Delayed Completion per Contract Documents

CHANGE CATEGORY:

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease**	**$**	**(162,447.62)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: **DECREASE $ (162,447.62)**

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: **INCREASE** DAYS

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Ewing ES Early Learning Building & Parking Lot Improvements
DSA #: 02-117886
BID #: 21-10

Date: 6/17/24
Contractor: Divcon Inc.
Architect: TAM Architects
Change Order: 6

Contract Summary:

Bid Award Amount(s)			
Base Bid:		$	4,189,000.00
Additive Alternate 1:	N/A	$	-
Additive Alternate 2:	N/A	$	-
Additive Alternate 3:	N/A	$	-
Additive Alternate 4:	N/A	$	-
Total Agreement Amount:		$	4,189,000.00

Contract Adjustments:

Total Contract Amount $ 4,189,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ 29,212.64		$ -		$ -		$ 29,212.64			
CO #002	$ 1,325.64		$ 6,891.85		$ -		$ 882.97		$ (578.78)		$ 8,521.68			
CO #003	$ -		$ -		$ 2,500.00		$ 7,266.92		$ (24,584.90)		$ (14,817.98)			
CO #004	$ -		$ -		$ 13,767.19		$ 21,729.01		$ (1,569.25)		$ 33,926.95			
CO#005	$ -		$ -		$ 815.21		$ 18,144.66		$ (2,129.58)		$ 16,830.29			
CO#006	$ (162,447.62)		$ -		$ -		$ -		$ -		$ (162,447.62)			
CO#000	$ -		$ -		$ -		$ -		$ -		$ -			
CO#000	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ (161,121.98)**	-3.8%	**$ 6,891.85**	0.2%	**$ 46,295.04**	1.1%	**$ 48,023.56**	1.1%	**$ (28,862.51)**	-0.7%	**$ (88,774.04)**		**$ (88,774.04)**	-2.1%

Total Contract Amount with Adjustments **$ 4,100,225.96**

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

CHANGE ORDER No. : 03

PROJECT NAME:
FUSD Board Room Remodel and Accessibility Improve
2309 Tulare Street

DSA File No, : N/A

Application No.: N/A

CONTRACTOR:
Swinerton

DESIGNER'SPROJECT NO. : 1947.IDA

FUSD BID/CONTRACT NO. : 24-25

CONTRACTOR P.O. NO. : 802633

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$4,601,000.00
Net change by previously authorized Change Orders	$254,847.73
The Contract Sum prior to this Change Order was	$4,855,847.73
The Contract Sum will be adjusted by	$42,888.12
The new Contract Sum including this Change Order will be	$4,898,735.85
The Contract Completion date prior to this Change Order was	
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/2/2025

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 6790 N. West Ave Fresno,California 93711	Swinerton	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By:	By:	By: Alex Belanger, Assoc. Sup.
Date: 11/20/2024	Date: 12/2/24	Date: 12/09/2024

Change Order

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Board Room Remodel and Accessibility Improvements
CHANGE ORDER NO.: 03
DATE
Project No.: 1947.IDA

You are directed to make the following changes in this Contract:

Item 03 - 1

DESCRIPTION OF CHANGE:
Change flooring from Carpet to Luxury Vinyl Tile in the Board room vestibule and adjacent hallways

REASON FOR CHANGE:
It was determined that a more resilient flooring type would better serve these high traffic areas

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COIR 020

Amount of this Change Order Item:	INCREASE	$7,054.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 2

DESCRIPTION OF CHANGE:
Demolition and Abatement of exisiting ceiling and installation of new acoustical in the board room. $21,576.90 will be billed against the allowance for abatement.

REASON FOR CHANGE:
Upon demolition of exisiting ceiling, Asbestos Containing Materials were found and needed to be abated and replaced. New acoustical ceiling will be installed.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 021

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 3

DESCRIPTION OF CHANGE:
Supply and Install carpet at first floor corridor 119

REASON FOR CHANGE:
The exisiting VCT (Vinyl Composition Tile) was damaged

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 022

Amount of this Change Order Item:	INCREASE	$1,869.50
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 4

DESCRIPTION OF CHANGE:
Installation of a new IDF cabinet in the new staff work room and in room 209.

REASON FOR CHANGE:
Existing IDF cabinets were at capacity and could not accommodate additional data drops.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 023

Amount of this Change Order Item:	INCREASE	$22,289.24
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 5

DESCRIPTION OF CHANGE:
Install header above new storefront door 219a on the second floor

REASON FOR CHANGE:
Plans show only storefront doors, however due to the ceiling height a header is required to be installed abover the doors to complete the separation.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 036

Amount of this Change Order Item:	INCREASE	$1,321.68
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 6

DESCRIPTION OF CHANGE:
Connection of new steam and condensate pipe. Add reducing fitting and connect the 2" new steam pipe to the existing 6" steam pipe.

REASON FOR CHANGE:
The point of connection shown on drawings is incorrect and the existing steam pipe is larger than the project documents called out. Therefore additional materials, insulation and labor are required to achieve this connection.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 037

Amount of this Change Order Item:	INCREASE	$14,110.00
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 7

DESCRIPTION OF CHANGE:
Fill in additional visible holes in marble tile at first floor

REASON FOR CHANGE:
Furred walls were omitted from scope at the first floor, leaving visible holes. These holes were infilled with epoxy.
Any damaged marble was polished.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COIR 038

Amount of this Change Order Item:	INCREASE	$10,890.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 8

DESCRIPTION OF CHANGE:
Provide credit for the unused bid allowances

REASON FOR CHANGE:
The remaining allowance will be credited to the owner.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COIR 039

Amount of this Change Order Item:	DECREASE	($88,544.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 9

DESCRIPTION OF CHANGE:
Install access panel so that the existing switches will be accessible

REASON FOR CHANGE:
The existing lighting switches that control the area shown to be demolished feeds lights in existing offices that need to remain functional. It was necessary to keep the switches and an access door was installed to keep them accessible.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 034

Amount of this Change Order Item:	INCREASE	$711.24
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 10

DESCRIPTION OF CHANGE:
Replace the exisiting hardware on doors 115d, 150a, 168, and 201a

REASON FOR CHANGE:
The existing door hardware for doors 115d, 150a, 168 & 201a cannot be reused with the new doors being provided and new door hardware will need to be provided to maintain functionality.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 035

Amount of this Change Order Item:	INCREASE	$9,743.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 11

DESCRIPTION OF CHANGE:
Replace exisiting Door Hardware on the second floor stairwell door to the vestibule.

REASON FOR CHANGE:
The exisiting panic device hardware and closer were not compatible with the new hollow metal door.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 025

Amount of this Change Order Item:	INCREASE	$3,167.72
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 12

DESCRIPTION OF CHANGE:
Separate name plates for "President" and "Clerk Offices will be provided.

REASON FOR CHANGE:
Separate name plates were requested by the District for "President" and "Clerk" Offices

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COIR 026

Amount of this Change Order Item:	INCREASE	$397.68
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 13

DESCRIPTION OF CHANGE:
Saw cutting of existing Concrete deck to allow the installation of Electrical and Data pathways for the Board Room Podium.

REASON FOR CHANGE:
The board room floor did not allow for coring from the first floor ceiling for necessary electrical infrastructure. It was necessary to sawcut the boardroom floor to allow for the necessary electrical problem.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 027

Amount of this Change Order Item:	INCREASE	$1,444.40
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 14

DESCRIPTION OF CHANGE:
Lead Paint Stabilization on Windows. Remove loose and peeling paint from the interior window frames on the South and East side of the project

REASON FOR CHANGE:
The existing window frames had loose and peeling lead based paint. It was necessary to remove the loose and peeling paint before the new painting takes place.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COIR 029

Amount of this Change Order Item:	INCREASE	$14,113.40
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 15

DESCRIPTION OF CHANGE:
Re-Install 7 pre-exisiting Antique Bulletin Boards

REASON FOR CHANGE:
Pre-exisiting Bulletin Boards were removed to be cleaned. Clean up was done as well as rework of exisiting bulleting board steel sub-frame. Bulletin boards to be placed back into original fastening and sub frame.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COIR 030

Amount of this Change Order Item:	INCREASE	$5,568.00
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 16

DESCRIPTION OF CHANGE:
Install gypsum board to cover exisiting plaster in 2nd floor corridor 219 & Lobby 202

REASON FOR CHANGE:
Exisiting plaster wall with wallpaper conflicted with the area to receive new gypsum board. It was necessary to add another layer of gypsum board to the plaster areas allow for a smooth finish.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COIR 031

Amount of this Change Order Item:	INCREASE	$3,346.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 17

DESCRIPTION OF CHANGE:
Installation of new automatic opening hardware on existing exterior entrance double doors

REASON FOR CHANGE:
The scope was not covered in the contract documents and is needed to make the exterior doors accessible.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 032

Amount of this Change Order Item:	INCREASE	$20,544.26
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 18

DESCRIPTION OF CHANGE:
Paint the exisiting doors and frames on second floor corridor 220

REASON FOR CHANGE:
The project documents included painting the walls in the corridor 220 but did not include the painting of the doors and frames.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 033

Amount of this Change Order Item:	INCREASE	$2,219.00
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 19

DESCRIPTION OF CHANGE:
Add to mount the air handler with spring isolation and provide flexible pipe connections.

REASON FOR CHANGE:
Drawings did not provide a detail on how the air handler should be mounted. It was necessary to add mounting details and methods.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 019

Amount of this Change Order Item:	INCREASE	$12,643.00
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$42,888.12**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

**** End of CHANGE ORDER **** *03*

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Education Center Boardroom Remodel
DSA #: NA
BID #: 24-25

Date: 12/6/24
Contractor: Swinerton
Architect: Darden Architects
Change Order: 3

Contract Summary:

		Bid Award Amount(s)	Billed to Date	Remainder	$ -
Base Bid:	Boardroom Remodel	$ 4,446,000.00			
Allowance 1	Existing Concrete Repair	$ 40,000.00	$ 40,000.00	$ -	
Allowance 2	*Existing Plumbing and Meckanical Repairs*	$ 70,000.00	$ 70,000.00	$ -	
Allowance 3	Exisitng Utility Relocation	$ 20,000.00	$ 20,000.00	$ -	
Allowance 4	Additional Abatement	$ 25,000.00	$ 25,000.00	$ -	
Total Agreement Amount:		$ 4,601,000.00			

Contract Adjustments:

Total Contract Amount $ 4,601,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO 1	$ 6,632.30		$ -		$ 58,296.29		$ 85,645.84		$ -		$ 150,574.43			
CO 2	$ 37,234.30		$ -		$ 67,039.00		$ -		$ -		$ 104,273.30			
CO 3	$ (50,520.92)				$ 32,828.10		$ 60,580.94		$ -		$ 42,888.12			
Totals:	**$ (6,654.32)**	-0.1%	$ -	0.0%	**$ 158,163.39**	3.4%	**$ 146,226.78**	1.9%	$ -	0.0%	$ 297,735.85		$ 297,735.85	6.5%
Total Contract Amount with Adjustments													$ 4,898,735.85	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Wawona 40x60 Portables
4524 N. Thorne Avenue
Fresno, CA 93704

CHANGE ORDER No. :	002
DSA File No. :	10-48
Application No. :	02-121722

CONTRACTOR :
GC Builders
3366 W Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. :	5603.1
FUSD BID/CONTRACT No. :	24-51
CONTRACTOR P.O. No. :	805238

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	1,623,100.00
Net change by previously authorized Change Orders	$	130,193.33
The Contract Sum prior to this Change Order was	$	1,753,293.33
The Contract Sum will be adjusted by	$	(139,923.34)
The new Contract Sum, including this Change Order will be	$	1,613,369.99
The Contract Completion date prior to this Change Order was		9/13/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		13-Sept-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:

Integrated Designs
6011 N Fresno St, 130
Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 12/3/24

Accepted by:

GC Builders
3366 W Sussex
Fresno, CA 93722
CONTRACTOR:

By: Gerardo Campos

Date: 12-03-24

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive

Date: 12/04/24

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
The contractor is to replace an existing fence post with a new, larger fence post at the Northeast end of the project

REASON FOR CHANGE:
The existing fence post is not strong enough to support a new gate and hardware.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 10
RFI 27

Amount of this Change Order Item:	**Increase $**	**10,567.22**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide credit for the fire sprinkler work in the new portable building.

REASON FOR CHANGE:
Fire sprinklers were furnished by the Owner provided building manufacturer.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 09
PCO 10

Amount of this Change Order Item:	**Decrease $**	**(23,764.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-3

DESCRIPTION OF CHANGE:
Provide door lites (glass vision panels) in all doors.

REASON FOR CHANGE:
The project documents did not include the District standard door lites for student and staff safety.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #11
RFQ #9R3

Amount of this Change Order Item:	**Increase $**	**13,355.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:
Provide an irrigation isolation valve for the new irrigation work.

REASON FOR CHANGE:
Installation of isolation valve will allow for future maintenance without cutting off water to the rest of the campus.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #08
RFI #25

Amount of this Change Order Item:	**Increase $**	**1,681.90**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 1-5

DESCRIPTION OF CHANGE:
Furnish labor and material to install toilet accessories

REASON FOR CHANGE:
The project documents did not include new toilet accessories in the new building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #14
RFQ #11

Amount of this Change Order Item:	**Increase $**	**896.50**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 1-6

DESCRIPTION OF CHANGE:
Furnish new upper cabinets in the Nurse office and new locks on all cabinets and drawers.

REASON FOR CHANGE:
The project documents did not include adequate storage as well as locks for all cabinets and drawers in the Nurse's Office.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #13
RFQ #10

Amount of this Change Order Item:	**Increase $**	**12,919.50**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 1-7

DESCRIPTION OF CHANGE:
Furnish labor and materials to install a 2 hour fire safe in the new Administration building.

REASON FOR CHANGE:
The project documents did not include District standard 2 hour rated fire safe in the new administration building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #15
RFQ #12

Amount of this Change Order Item:	**Increase $**	**2,219.53**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 1-8

DESCRIPTION OF CHANGE:
Credit the unused bid owner allowance for unknown/unforeseen underground utility encounters.

REASON FOR CHANGE:
Credit the remaining owner allowance amolunt to the contract.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI 02
PCO 16

Amount of this Change Order Item:	**Decrease $**	**(157,799.09)**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE $**	**(139,923.34)**
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: *Wawona Middle School Sitework and Portable Improvement*
DSA #: *02-121722*
BID #: 24-51

Date: 12/04/24
Contractor: GCB1 Inc. Construction
Architect: SOMAM
Change Order: 02

Contract Summary:

Bid Award Amount(s)			
Base Bid:	$ 1,373,100.00	$	1,373,100.00
Allowance:	$ 250,000.00	$	250,000.00
Total Agreement Amount:		**$**	**1,623,100.00**

Contract Adjustments:

Total Contract Amount $ 1,623,100.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO 01	$ -		$ -		$ -		$ *130,193.33*		$ -		$ *130,193.33*		
CO 02	$ -		$ -		$ *(157,799.09)*		$ *17,875.75*		$ -		$ *(139,923.34)*		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$** -	0.00%	**$** -	0.00%	**$** **(157,799.09)**	-9.72%	**$** **148,069.08**	9.12%	**$** -	0%	**$** **(9,730.01)**	**$** **(9,730.01)**	-0.6%

Total Contract Amount with Adjustments **$ 1,613,369.99**

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO 01	$ -	$ -	$ *92,200.91*	$ -	$ -	$ *92,200.91*	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
						$ **92,200.91**	**$** **92,200.91**

Total Allowance Remaining **$ 157,799.09**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Kirk Elementary School ESSER Relocatables
2000 E. Belgravia Avenue,
Fresno, CA 93706

CHANGE ORDER No. : 002

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	$	31,789.90
The Contract Sum prior to this Change Order was	$	1,004,389.90
The Contract Sum will be adjusted by	$	(75,644.63)
The new Contract Sum, including this Change Order will be	$	928,745.27
The Contract Completion date prior to this Change Order was		14-Aug-24
The Contract Time will be adjusted by		123 Calendar Days
The new Contract Completion date, including this Change Order is therefore		15-Dec-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, AIA

Date: 12/04/2024

Accepted by:

GC Builders
3366 W. Sussex
Fresno, CA 93722

CONTRACTOR:

Gerardo Campos

By: Gerardo Campos, Pres

Date: 12/05/2024

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 12/06/24

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to hand dig trenches in lieu of boring.

REASON FOR CHANGE:
The project documents included boring for the electrical infrastructure. In the course of construction it was determined that existing utilities that were found required hand digging was required to avoid damage to existing infrastructure.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #032

TOTAL AMOUNT THIS ITEM:	**Increase $**	**7,295.20**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Remove contract scope to provide and install tackboard in new portable classroom #31.

REASON FOR CHANGE:
Portable classroom #31 came furnished with existing tackboard.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
ASI 7

Amount of this Change Order Item:	Decrease $	**(9,900.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-3

DESCRIPTION OF CHANGE:
Replace hardware at Restroom Portables Doors

REASON FOR CHANGE:
The District provided portable buildings did not come with District standard door hardware.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #05, ASI #09

TOTAL AMOUNT THIS ITEM:	**Increase $**	**990.00**
Time adjustment by this Change Order Item:	**Increase**	1 Days

Item 2-4

DESCRIPTION OF CHANGE:
Install Owner Provided Toilet Accessories.

REASON FOR CHANGE:
The District provided portable buildings did not come with District Standard Toilet Accessories.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #01, ASI #10

Amount of this Change Order Item:	**Increase $**	**1,089.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-5

DESCRIPTION OF CHANGE:
Relocate Outlet to west wall of new portable building

REASON FOR CHANGE:
The portable building did not come with an outlet for the required teaching wall monitor

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #23

Amount of this Change Order Item:	**Increase $**	**606.33**
Time adjustment by this Change Order Item:	**Increase**	1 Day

Item 2-6

DESCRIPTION OF CHANGE:
Provide 2" fire alarm raceway in the new portable classroom P12

REASON FOR CHANGE:
The project documents showed an existing conduit for fire alarm. In the course of construction it was determined that the conduit was not in place and needed to be installed.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #24

Amount of this Change Order Item:	**Increase $**	**2,888.24**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-7

DESCRIPTION OF CHANGE:
Provide and install intrusion 714 module, door contacts, glass break, and motion detector for new portable classroom #31

REASON FOR CHANGE:
Contract documents did not include district standard intrustion system components

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
OTP #4, ASI 006

Amount of this Change Order Item:	**Increase $**	**4,729.61**
Time adjustment by this Change Order Item:	**Increase**	

Item 2-8

DESCRIPTION OF CHANGE:
Install pull cord keeper at roller shade in classroom 31.Lower down spout on south side of Toilet Portable bldg to 3" above finish concrete. Paint to match existing.Add down spout & elbow to north side of P12 bldg. Down spout to be 3" above finish grade. Paint to match existing. Provide clean out cover on north side of Toilet Portable bldg.

REASON FOR CHANGE:
Repairs to owner provided buildings was necessary to keep the project on schedule.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 006

Amount of this Change Order Item:	**Increase $**	**797.50**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-9

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to relocated existing trees due to modification to storm drain system

REASON FOR CHANGE:

The project documents did not include the required ADA slopes at the ramp to the new restroom portable. It was necessary to revise the ramp dimensions, which required the new storm drain to be relocated. The relocation was in conflict with the existing trees.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

ASI 001R1

Amount of this Change Order Item:	**Increase $**	**4,852.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-10

DESCRIPTION OF CHANGE:

Remove scope to install Sheet Vinyl in Restroom Portable 31

REASON FOR CHANGE:

Portable Restroom 31 came furnished with existing Sheet Vinyl.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 012

Amount of this Change Order Item:	**Decrease $**	**(2,443.10)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-11

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to replace damaged tetherball pole.

REASON FOR CHANGE:
Existing tetherball poles were in deteriorating condition and needed to be removed and replaced

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
ASI 011

Amount of this Change Order Item:	**Increase $**	**5,527.40**
Time adjustment by this Change Order Item:	**Increase**	28 Days

Item 2-12

DESCRIPTION OF CHANGE:

Add 80 Calendar Days to Contract duration. FUSD and Contractor each knowledge and agree that the Contract remains in full force and effect and nothing in this change order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 019

Amount of this Change Order Item:	**Increase $**	-
Time adjustment by this Change Order Item:	**Increase**	80 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-13

DESCRIPTION OF CHANGE:
Install owner provided irrigatioon valve. Repair irrigation line and reroute around new portable restroom building R1, the contractor cost of $7,923.09 will come out of the project allowance for "unknown/unforeseen underground".

REASON FOR CHANGE:
Project document called out for the irrigation valve to be removed. It was necessary to install a new valve and relocate the affected irrigation out of the new building footprint.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #20, RFI 31

Amount of this Change Order Item:	**Increase**	**$ 0.00**
Time adjustment by this Change Order Item:	**Increase**	10 Days

Item 2-14

DESCRIPTION OF CHANGE:
Povide credit for the unused owner's bid allowanced for unknown and unforeseen underground utility

REASON FOR CHANGE:
The remainder of the allowance for unforeseen mechanical and electrical issues needs to be credited back to the District

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease**	**$ (92,076.91)**
Time adjustment by this Change Order Item:	**Increase**	

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ (75,644.63)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**123 Days**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Kirk Portable Project

DSA #: 02-121732

BID #: 24-61

Date: 12/5/24

Contractor: GC Builders

Architect: TAM Architects

Change Order: 2

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			
Executed CO #001	$ 14,334.73		$ -		$ 2,780.65		$ 14,674.52		$ -		$ 31,789.90			
Change Order 2	$ (97,105.11)				$ 10,183.44		$ 11,277.04				$ (75,644.63)			
											$ -			
	$ (82,770.38)	-8.5%	$ -	0.0%	**$ 12,964.09**	1.3%	**$ 25,951.56**	2.7%	$ -	0.0%	**$ (43,854.73)**		**$ (43,854.73)**	-4.5%
Total Contract Amount with Adjustments													**$ 928,745.27**	

Allowance Adjustments:

Total Allowance Amount $100,000.00

Contract	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Executed Irrigation Valve COIR	$ -	$ -	$ 7,923.09	$ -	$ -	$ 7,923.09	
						$ 7,923.09	**$ 7,923.09**
Total Allowance Remaining							**$92,076.91**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Bullard High School Confidential Space Installation
5445 N Palm Ave
Fresno, CA 93704

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-121089

CONTRACTOR :
Better Enterprises
1148 N Cypress Avenue
Fresno, CA 93727

DESIGNER'S PROJECT No. :	2243
FUSD BID/CONTRACT No. :	24-67
CONTRACTOR P.O. No. :	806193

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	247,600.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	247,600.00
The Contract Sum will be adjusted by	$	(41,769.07)
The new Contract Sum, including this Change Order will be	$	205,830.93
The Contract Completion date prior to this Change Order was		9/4/2024
The Contract Time will be adjusted by		(102) Calendar Days
The new Contract Completion date, including this Change Order is therefore		12/15/2024

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:	***Accepted by:***	***Authorized by:***
TAM Architects	**Better Enterprises**	**Fresno Unified School District**
6781 N Palm Ave Ste 120	1148 N Cypress Avenue	4600 N. Brawley
Fresno, CA 93704	Fresno, CA 93727	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jared Ramirez AIA	By: Marc Kerkonian, VP	By: Alex Belanger | Chief Executive
Date: 12/05/2024	Date: 12/05/2024	Date: 12/6/2024

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 add metal where the new wall intersects the existing window at the east side of the confidential space corridor

REASON FOR CHANGE:
The contract documents didn't show how the wall was to terminate to the existing window

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 4, COR 002

Amount of this Change Order Item:	**Increase $**	530.93
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
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. Add 102 calendar days to contract duration.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
N/A

Amount of this Change Order Item:	**Decrease $**	-
Time adjustment by this Change Order Item:	**Increase**	102 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3 **DESCRIPTION OF CHANGE:**

Provide credit for the unused owner's bid allowance for unforeseen mechanical and electrical issues

REASON FOR CHANGE:

The remainder of the allowance for unforeseen mechanical and electrical issues needs to be credited back to the District

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:	**Decrease**	$ 42,300.00
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 41,769.07**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**102 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Bullard HS ESSER Portable Project & SPOE
DSA #: 02-121089
BID #: 24-67

Date: 12/11/24
Contractor: Better Enterprises
Architect: TAM
Change Order: 1

Contract Summary:

Bid Award Amount(s)			
Base Bid 1:	Portable Project	$	205,300.00
Allowance	Unknown/Unforeseen M	$	42,300.00
Total Agreement Amount:		$	247,600.00

Contract Adjustments:

Total Contract Amount $ 247,600.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001			$ (42,300.00)	$ 530.93	$ -	$ (41,769.07)
Totals:	$ - 0.0%	$ - 0.0%	$ **(42,300.00)** -17.1%	$ **530.93** 0.2%	$ - 0.0%	$ **(41,769.07)** $ **(41,769.07)** -16.9%
Total Contract Amount with Adjustments						$ **205,830.93**

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

PROJECT NAME:
FUSD Cesar Chavez Adult School Outdoor Play Structur

CHANGE ORDER No. : 02

DSA File No, : 10-48

Application No.: 02-122304

CONTRACTOR:
GC Builders
3366 W. Sussex Wy.
Fresno CA 93722-

DESIGNER'SPROJECT NO. : 2355

FUSD BID/CONTRACT NO. 24-96A

CONTRACTOR P.O. NO. : 2501936

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$1,225,700.00
Net change by previously authorized Change Orders	($163,293.56)
The Contract Sum prior to this Change Order was	$1,062,406.44
The Contract Sum will be adjusted by	$84,116.32
The new Contract Sum including this Change Order will be	$1,146,522.76
The Contract Completion date prior to this Change Order was	11/5/2024
The Contract Time will be adjusted by	(45) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/20/2024

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 6790 N. West Ave Fresno,California 93711	GC Builders 3366 W. Sussex Wy. Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila	By: Gerardo Campos	By: Alex Belanger, Assoc. Sup.
Date: 12/6/2024	Date: 12/10/24	Date: 12/10/2024

Change Order

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Cesar Chavez Adult School Outdoor Play Structure
CHANGE ORDER NO.: 02
DATE 12/6/2024
Project No.: 2355

You are directed to make the following changes in this Contract:

Item 02 - 1

DESCRIPTION OF CHANGE:
Add early learning drinking fountain on the West side of the early learning building.

REASON FOR CHANGE:
The contract documents did not include a new drinking fountain that accomodates the 2-5 year olds in the early learning facility.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 002.1 OTP 004

Amount of this Change Order Item:	INCREASE	$10,288.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 2

DESCRIPTION OF CHANGE:
Add steel backing supports to the new Child Development Center building sign.

REASON FOR CHANGE:
The contract documents did not include adequate backing support for the new sign.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 007 OTP 006

Amount of this Change Order Item:	INCREASE	$2,607.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 3

DESCRIPTION OF CHANGE:
Add perforated panels on the ornamental fence around the new early learning playground.

REASON FOR CHANGE:
Perforated panels were added at the ornamental fence surrounding the play area for privacy, increased safety and security.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 009 OTP 005

Amount of this Change Order Item:	INCREASE	$24,472.80
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 02 - 4

DESCRIPTION OF CHANGE:
Sheet metal shrouds will be added at the exterior of Building B to conceal existing surface mounted utilities.

REASON FOR CHANGE:
Sheet metal shrouds will be added at exposed conduits along the exterior of Building B for increased safety and security.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 007 RFP 008

Amount of this Change Order Item:	INCREASE	$4,059.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 5

DESCRIPTION OF CHANGE:
Provide credit for unused landscape and irrigation bid allowances.

REASON FOR CHANGE:
The remaining bid allowances for irrigation and landscape will be credited to the owner.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
Submittal

Amount of this Change Order Item:	DECREASE	($2,000.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 6

DESCRIPTION OF CHANGE:
Add truncated domes between parking lot and sidewalk area, North of the early learning building.

REASON FOR CHANGE:
Additional domes are required between the parking lot and sidewalk to meet ADA.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 005 COR 007R

Amount of this Change Order Item:	INCREASE	$2,354.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 7

DESCRIPTION OF CHANGE:
Increase the contractor's agreement by $19,770.

REASON FOR CHANGE:
Add $19,770 back to the contract due to a contractor clerical error in change order 001. The credit given in change order 001 for paint totaled $20,695. This amount should have been $925.

CHANGE CATAGORY:
District and Designer

DOCUMENT REFERENCE:
COR 008 RFP 001

Amount of this Change Order Item:	INCREASE	$19,770.00
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 02 - 8

DESCRIPTION OF CHANGE:
Add plumbing connections and hook ups for a new washer in room 301.

REASON FOR CHANGE:
The District requested to add a washer and dryer for the early learning department in room 301

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 004 COR 006.1

Amount of this Change Order Item:	INCREASE	$4,419.80
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 9

DESCRIPTION OF CHANGE:
Add fourty five (45) calendar days to the 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 contractor or applicable law. No compensation is due to contractor for additional days identified in this change order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	45

Item 02 - 10

DESCRIPTION OF CHANGE:
Toilet seat covers will be added to the existing boys and girls restrooms at the Early Learning Classroom Building. Existing accessory heights will also be adjusted to accommodate the age group of 2-5 year olds.

REASON FOR CHANGE:
District requested the existing early learning restrooms need to be adjusted to accommodate 2-5 year old age group.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 008

Amount of this Change Order Item:	INCREASE	$742.50
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 02 - 11

DESCRIPTION OF CHANGE:
Furnish and install casework, washer, and dryer at Early Learning Staff Restroom 301.

REASON FOR CHANGE:
The District requested to add a washer, dryer, and casework for the early learning department in room 301

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 009 SI 004

Amount of this Change Order Item:	INCREASE	$10,991.08
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 12

DESCRIPTION OF CHANGE:
Replace metal floor deck in staff restroom 301

REASON FOR CHANGE:
In the course of construction to add utilities for Owner requested washer and dryer in staff restroom 301, the existing metal floor deck was damaged. It was necessary to replace a section of the metal floor deck after new utilities were put in.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
DSA CCD0 COR 015

Amount of this Change Order Item:	INCREASE	$5,302.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 13

DESCRIPTION OF CHANGE:
Omit GFCI outlet west of the new turf area.

REASON FOR CHANGE:
The site had an existing GFCI outlet. The additional outlet was not needed.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
COR 004 RFI 006

Amount of this Change Order Item:	DECREASE	($1,244.42)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 14

DESCRIPTION OF CHANGE:
Add electrical hookups for a new washer and dryer in room 301.

REASON FOR CHANGE:
The District requested to add a washer and dryer for the early learning department in room 301

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 002 COR 005

Amount of this Change Order Item:	INCREASE	$2,354.26
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$84,116.32**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**45 Days**

**** End of CHANGE ORDER **** *02*

Change Order Item Detail

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name:	King & Lincoln ES & Cesar Adult School Playground Equipment Replacement	**Date:**	12/9/24
		Contractor:	GC Builders
DSA #:	02-122304, 02-122301, 02-122430	**Architect:**	Darden
BID #:	24-96-A,B,C	**Change Order:**	2

Contract Summary:

Bid Award Amount(s)	
Lincoln ES -C	$ 751,600.00
King ES - B	$ 857,400.00
Cesar Chavez Adult -A	$ 1,225,700.00
Total Agreement Amount:	**$ 2,834,700.00**

Contract Adjustments: Lincoln ES

Total Contract Amount														$ 751,600.00		
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
	CO #001	$ (18,074.79)		$ -		$ -		$ 5,577.00		$ -		$ (12,497.79)				
	CO #002	$ 1,375.00				$ (1,686.50)		$ 625.63				$ 314.13				
		$ -		$ -		$ -		$ -		$ -		$ -				
		$ -		$ -		$ -		$ -		$ -		$ -				
Totals:		$ (16,699.79)	-0.6%	$ -	0.0%	$ (1,686.50)	-0.1%	$ 6,202.63	0.2%	$ -	0.0%	$ (12,183.66)		$ (12,183.66)	-1.6%	-0.4%
Total Contract Amount with Adjustments														$ 739,416.34		

Contract Adjustments: King ES

Total Contract Amount														$ 857,400.00		
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
	CO #001	$ (40,601.80)		$ -		$ -		$ -		$ -		$ (40,601.80)				
	CO#02	$ 10,889.63		$ -		$ -		$ 7,350.71		$ -		$ 18,240.34				
		$ -		$ -		$ -		$ -		$ -		$ -				
		$ -		$ -		$ -		$ -		$ -		$ -				
		$ -		$ -		$ -		$ -		$ -		$ -				
		$ -		$ -		$ -		$ -		$ -		$ -				
		$ -		$ -		$ -		$ -		$ -		$ -				
Totals:		$ (29,712.17)	-4.0%	$ -	0.0%	$ -	0.0%	$ 7,350.71	1.0%	$ -	0.0%	$ (22,361.46)		$ (22,361.46)	-2.6%	-0.8%
Total Contract Amount with Adjustments														$ 835,038.54		

Contract Adjustments: Cesar Chavez Adult School

Total Contract Amount														$ 1,225,700.00		
Contract Adjustments:		District Requested		7		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
	CO #001	$ (163,293.56)		$ -		$ -		$ -		$ -		$ (163,293.56)				
	CO #002	$ 43,795.02		$ -		$ 5,302.00		$ 15,249.30		$ 19,770.00		$ 84,116.32				
		$ -		$ -		$ -		$ -		$ -		$ -				
		$ -		$ -		$ -		$ -				$ -				
Totals:		$ (119,498.54)	534.4%	$ -	0.0%	$ 5,302.00	-23.7%	$ 15,249.30	-68.2%	$ 19,770.00	-88.4%	$ (79,177.24)		$ (79,177.24)	-6.5%	-2.8%
Total Contract Amount with Adjustments														$ 1,146,522.76		

		Subtotal	$ (113,722.36)
		Total	$ 2,720,977.64
			-4.0%

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD King Elementary School Outdoor Play Structure

CHANGE ORDER No. :	02
DSA File No, :	10-48
Application No.:	02-122301

CONTRACTOR:
GC Builders
3366 W. Sussex Wy.
Fresno CA 93722-

DESIGNER'SPROJECT No. :	2356
FUSD BID/CONTRACT No.	24-96B
CONTRACTOR P.O. No. :	2501939

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$857,400.00
Net change by previously authorized Change Orders	($40,601.80)
The Contract Sum prior to this Change Order was	$816,798.20
The Contract Sum will be adjusted by	$18,240.34
The new Contract Sum including this Change Order will be	$835,038.54
The Contract Completion date prior to this Change Order was	11/5/2024
The Contract Time will be adjusted by	(45) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/20/2024

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 6790 N. West Ave Fresno,California 93711	GC Builders 3366 W. Sussex Wy. Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila	By: Gerardo Campos	By: Alex Belanger, Assoc. Sup.
Date: 12/5/2024	Date: 12/6/24	Date: 12/10/24

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD King Elementary School Outdoor Play Structure
CHANGE ORDER NO.: 02
DATE 12/5/2024
Project No.: 2356

You are directed to make the following changes in this Contract:

Item 02 - 1

DESCRIPTION OF CHANGE:
Modify play equipment and swap out slide with a smaller version.

REASON FOR CHANGE:
The early learning slide sits too high for licensing. This slide will be swapped out with a smaller one.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
COR 009B

Amount of this Change Order Item:	INCREASE	$10,375.13
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 2

DESCRIPTION OF CHANGE:
A retaining curb will be added at the south west corner of the existing portable.

REASON FOR CHANGE:
The south west corner of the existing portable has a dramatic grade difference between existing turf and sidewalk. A retaining curb will be added to level out the area.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 004 COR 006

Amount of this Change Order Item:	INCREASE	$3,514.50
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 3

DESCRIPTION OF CHANGE:
Provide credit for unused landscape and irrigation bid allowances.

REASON FOR CHANGE:
The remaining bid allowances for irrigation and landscpa will be credited to the owner.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
Submittal

Amount of this Change Order Item:	DECREASE	($3,000.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 02 - 4

DESCRIPTION OF CHANGE:
Add fourty five (45) calendar days to the 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 contractor or applicable law. No compensation is due to contractor for additional
days identified in this change order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	45

Item 02 - 5

DESCRIPTION OF CHANGE:
The retaining curb at the north and east sides of the play area will be cut and chamfered.

REASON FOR CHANGE:
The retaining curbs will be modified and cut down for increased safety.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 002 RFP 003

Amount of this Change Order Item:	INCREASE	$7,350.71
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$18,240.34**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**45 Days**

****** End of CHANGE ORDER ***** ***02***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: King & Lincoln ES & Cesar Adult School Playground Equipment Replacement
DSA #: 02-122304, 02-122301, 02-122430
BID #: 24-96-A,B,C

Date: 12/9/24
Contractor: GC Builders
Architect: Darden
Change Order: 2

Contract Summary:

Bid Award Amount(s)	
Lincoln ES -C	$ 751,600.00
King ES - B	$ 857,400.00
Cesar Chavez Adult - *A*	$ 1,225,700.00
Total Agreement Amount:	**$ 2,834,700.00**

Contract Adjustments: Lincoln ES

Total Contract Amount													$ 751,600.00		
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
CO #001	$ (18,074.79)		$ -		$ -		$ 5,577.00		$ -		$ (12,497.79)				
CO #002	$ 1,375.00				$ (1,686.50)		$ 625.63				$ 314.13				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	**$ (16,699.79)**	-0.6%	$ -	0.0%	**$ (1,686.50)**	-0.1%	**$ 6,202.63**	0.2%	$ -	0.0%	**$ (12,183.66)**		**$ (12,183.66)**	-1.6%	-0.4%
Total Contract Amount with Adjustments													$ 739,416.34		

Contract Adjustments: King ES

Total Contract Amount													$ 857,400.00		
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
CO #001	$ (40,601.80)		$ -		$ -		$ -		$ -		$ (40,601.80)				
CO#02	$ 10,889.63		$ -		$ -		$ 7,350.71		$ -		$ 18,240.34				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	**$ (29,712.17)**	-4.0%	$ -	0.0%	$ -	0.0%	**$ 7,350.71**	1.0%	$ -	0.0%	**$ (22,361.46)**		**$ (22,361.46)**	-2.6%	-0.8%
Total Contract Amount with Adjustments													$ 835,038.54		

Contract Adjustments: Cesar Chavez Adult School

Total Contract Amount													$ 1,225,700.00		
Contract Adjustments:	District Requested		7		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
CO #001	$ (163,293.56)		$ -		$ -		$ -		$ -		$ (163,293.56)				
CO #002	$ 43,795.02		$ -		$ 5,302.00		$ 15,249.30		$ 19,770.00		$ 84,116.32				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -				$ -				
Totals:	**$ (119,498.54)**	534.4%	$ -	0.0%	**$ 5,302.00**	-23.7%	**$ 15,249.30**	-68.2%	$ 19,770.00	-88.4%	**$ (79,177.24)**		**$ (79,177.24)**	-6.5%	-2.8%
Total Contract Amount with Adjustments													$ 1,146,522.76		

Subtotal	$	(113,722.36)
Total	**$**	**2,720,977.64**

-4.0%

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

CHANGE ORDER No. : 02

PROJECT NAME:
FUSD Lincoln Elementary New IEEP Playground Improv

DSA File No, : 10-48

Application No.: 02-122430

CONTRACTOR:
GC Builders
3366 W. Sussex Wy.
Fresno CA 93722-

DESIGNER'SPROJECT NO. : 2430

FUSD BID/CONTRACT NO. 24-96C

CONTRACTOR P.O. NO. : 2501940

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$751,600.00
Net change by previously authorized Change Orders	($12,497.79)
The Contract Sum prior to this Change Order was	$739,102.21
The Contract Sum will be adjusted by	$314.13
The new Contract Sum including this Change Order will be	$739,416.34
The Contract Completion date prior to this Change Order was	11/5/2024
The Contract Time will be adjusted by	(45) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/20/2024

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 J. Avila

Date: 12/5/2024

Accepted by:

GC Builders
3366 W. Sussex Wy.
Fresno CA 93722-

CONTRACTOR:

gerardo campos

By: Gerardo Campos

Date: 12/6/24

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 12/10/24

Change Order

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Lincoln Elementary New IEEP Playground Improvements
CHANGE ORDER NO.: 02
DATE 12/5/2024
Project No.: 2430

You are directed to make the following changes in this Contract:

Item 02 - 1

DESCRIPTION OF CHANGE:
Add additional top rail to the new ramp at the early learning play area

REASON FOR CHANGE:
The handrails at the southeast ramp were reconfigured to avoid conflicting with the new 6" curb and existing conduits at the corner of the classroom building.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
SI 005R COR 006R

Amount of this Change Order Item:	INCREASE	$625.63
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 2

DESCRIPTION OF CHANGE:
Add fourty five (45) calendar days to the 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 contractor or applicable law. No compensation is due to contractor for additional
days identified in this change order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	45

Item 02 - 3

DESCRIPTION OF CHANGE:
Add bottom rail to existing northern chain link fence at Early Learning Play Area.

REASON FOR CHANGE:
Due to licensing requirements, a bottom rail is required at all exterior fencing for safety precautions.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 005 RFP 005

Amount of this Change Order Item:	INCREASE	$1,375.00
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 02 - 4

DESCRIPTION OF CHANGE:
Pothole existing underground utilities at the new early learning playground area.

REASON FOR CHANGE:
The shade canopy was reduced in size by 3' due to footings conflicting with existing underground utilities. The new footing areas were potholed to ensure no utilities conflicted with the new footing locations.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 007 SI 006

Amount of this Change Order Item:	INCREASE	$313.50
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 5

DESCRIPTION OF CHANGE:
Provide credit for unused landscape and irrigation bid allowances.

REASON FOR CHANGE:
The remaining bid allowances for irrigation and landscape will be credited to the owner.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
Submittal

Amount of this Change Order Item:	DECREASE	($2,000.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$314.13**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**45 Days**

****** End of CHANGE ORDER ***** ***02***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: King & Lincoln ES & Cesar Adult School Playground Equipment Replacement
DSA #: 02-122304, 02-122301, 02-122430
BID #: 24-96-A,B,C

Date: 12/9/24
Contractor: GC Builders
Architect: Darden
Change Order: 2

Contract Summary:

Bid Award Amount(s)	
Lincoln ES - C	$ 751,600.00
King ES - B	$ 857,400.00
Cesar Chavez Adult - A	$ 1,225,700.00
Total Agreement Amount:	**$ 2,834,700.00**

Contract Adjustments: Lincoln ES

Total Contract Amount: $ 751,600.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ (18,074.79)		$ -		$ -		$ 5,577.00		$ -		$ (12,497.79)			
CO #002	$ 1,375.00				$ (1,686.50)		$ 625.63				$ 314.13			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ (16,699.79)	-0.6%	$ -	0.0%	$ (1,686.50)	-0.1%	$ 6,202.63	0.2%	$ -	0.0%	$ (12,183.66)		$ (12,183.66)	-1.6%	-0.4%
Total Contract Amount with Adjustments													$ 739,416.34		

Contract Adjustments: King ES

Total Contract Amount: $ 857,400.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ (40,601.80)		$ -		$ -		$ -		$ -		$ (40,601.80)			
CO#02	$ 10,889.63		$ -		$ -		$ 7,350.71		$ -		$ 18,240.34			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ (29,712.17)	-4.0%	$ -	0.0%	$ -	0.0%	$ 7,350.71	1.0%	$ -	0.0%	$ (22,361.46)		$ (22,361.46)	-2.6%	-0.8%
Total Contract Amount with Adjustments													$ 835,038.54		

Contract Adjustments: Cesar Chavez Adult School

Total Contract Amount: $ 1,225,700.00

Contract Adjustments:	District Requested		7		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ (163,293.56)		$ -		$ -		$ -		$ -		$ (163,293.56)			
CO #002	$ 43,795.02		$ -		$ 5,302.00		$ 15,249.30		$ 19,770.00		$ 84,116.32			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -				$ -			
Totals:	$ (119,498.54)	534.4%	$ -	0.0%	$ 5,302.00	-23.7%	$ 15,249.30	-68.2%	$ 19,770.00	-88.4%	$ (79,177.24)		$ (79,177.24)	-6.5%	-2.8%
Total Contract Amount with Adjustments													$ 1,146,522.76		

Subtotal	**$ (113,722.36)**
Total	**$ 2,720,977.64** -4.0%

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: January 22, 2025 **AGENDA ITEM C-15**

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion – G2

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 24-61, Kirk Elementary School Sitework and Portable Improvement

For Information Only		
Original contract amount:	$	976,600
Change Order(s) previously ratified:	$	-43,854
Contract amount:	$	928,746

Bid 24-67, Bullard High School Confidential Space Installation

For Information Only		
Original contract amount:	$	247,600
Change Order(s) previously ratified:	$	-41,769
Contract amount:	$	205,831

Bid 24-78 Section D, Athletic Field Rehabilitation at Tioga Middle School

For Information Only		
Original contract amount:	$	436,010
Change Order(s) previously ratified:	$	26,710
Contract amount:	$	462,720

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 Classified Labor Management Officer, Paul Idsvoog

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

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

2024-0115035
FRESNO County Recorder
Paul Dictos, CPA
Friday, Dec 13, 2024 03:56:02 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 **November 19, 2024**
The work done was **Sitework and Portable Improvement** **Bid No. 24-61**
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:
GCB1 dba GC Builders 3003 N. Monroe Ave., Fresno, CA 93723 **May 9, 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:

Kirk Elementary School 2000 E. Belgravia Ave., Fresno, CA 93706 **DSA No.: 02-121732**

Date: **December 12, 2024**

Ann Lodrz, 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 December 12, 2024 at Fresno,

Ann Lodrz, Executive Director of Purchasing
Fresno Unified School District

2024-0116494
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Dec 18, 2024 03:51:01 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

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

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 **December15, 2024** The work done was **Confidential Space Installation Bid No. 24-67 .**
   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:
   Better Enterprises, Inc. 1148 N. Cypress Ave. Fresno, CA 93727 June 13, 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:
   Bullard High School 5445 N. Palm Ave., Fresno, CA 93704 DSA No.: 02-121089

Date: **December 17, 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 December 17, 2024 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

2024-0116492
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Dec 18, 2024 03:51:01 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 **Sept 20, 2024**
   The work done was **Athletic Field Rehabilitation, Bid No. 24-78 Section D.**
   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:
   Nish-ko, Inc. **713 N. Valentine Ave, Fresno, CA 93706** **May 23, 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:
   Tioga Middle School **3232 E. Fairmont Ave, Fresno, CA 93726** **DSA No.: N/A**

Date: **December 18, 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 December 18, 2024 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District