



DEHESA SCHOOL DISTRICT
Regular Governing
Board Meeting

AGENDA

August 17, 2017

Welcome

Welcome to the meeting of the Dehesa School District Governing Board. Your interest in our school district is appreciated.

Our Governing Board

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation for the school district. Among its duties, the Board adopts an annual budget, approves expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

Cindy White -

Mrs. White was first elected to the governing Board in November 2002, re-elected in 2006, 2010 and 2014. Her current term expires in 2018.

Karl Becker -

Mr. Becker was elected to the board in 2010 and reelected in 2014. His current term expires in 2018.

Christina Becker

Mrs. Becker was first elected to the Governing Board in the year 2014. Her current term expires in 2018.

Vincent Blanco, Jr.

Mr. Blanco was appointed to the Governing Board in April 2017 His current term expires in 2018.

Mark Zacovic

Dr. Zacovic was elected to the Governing Board in December 2016. His term expires in 2020.

DEHESA SCHOOL DISTRICT

LOCATION & TIME

CLOSED SESSION - 6:00 p.m.
Dehesa School – Conf Room

LOCATION & TIME -

OPEN SESSION - 7:00 p.m.
Dehesa School - MPR

REGULAR GOVERNING BOARD MEETING

AUGUST 17, 2017

AGENDA

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate in this meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Deborah Cagney.

Board of Education agendas and minutes are, by law, public documents. Please note the Dehesa School District posts Board agendas and minutes on the school website; <https://dehesasd.sdcoc.net/>.

I. Call to Order

- A. Public Comment on Closed Session Items.

II. Closed Session

- A. **PUPIL PERSONNEL MATTERS:** The Governing Board will recess to Closed Session to consider pupil personnel matters pursuant to Government Code Section 35146, 72122, and 48918
- B. **PERSONNEL MATTERS:** The Governing Board will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957
 - 1. Appointment, Employment, Evaluation of Performance, Discipline, Leaves, or Dismissal of a Public Employee
- C. **NEGOTIATIONS:** The Governing Board will recess to Closed Session to consider negotiations and related matters pursuant to Government Code 54957.
 - 1. Employee Organizations: DTA, CSEA, and Unrepresented Employees
- D. **POTENTIAL LITIGATION:** The Governing Board will recess to Closed Session to consider possible litigation pursuant to Government Code 54956.9 (b)(1).
- E. **REAL PROPERTY:** The Governing Board will recess to Closed Session to consider real property pursuant to Government Code 54956.8 (b)(1) Case No. 37-2015-00030843-CU-WM-CTL

III. Public Meeting

- A. Call to Order and Establishing a Quorum
- B. Closed Session Report of Any Action Taken
- C. Pledge of Allegiance
- D. Agenda Approval

IV. Requests to Address the Board

A. District/Community Organization Reports

1. Parents' Club – Patience Stevens, President
2. Dehesa Teacher's Association – Christine Lavigne and Lacey Rana
3. California School Employees Association # 663 - Jackie Finch, President
4. Element Education – Terri Novacek, Director
 - a. Dehesa Charter School
 - b. Community Montessori
5. The Heights Charter School – Diana Whyte
6. Inspire Charter – Nick Nichols
7. Method Schools – Jessica Spallino
8. Diego Hills Charter School – Lindsay Reese
9. Valiant Charter – Justin Schmitt
10. Citizen Input

B. Board Input

V. Routine Action Items

The following items are considered by the Superintendent to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business.

- A. Approval of Minutes – It is recommended that the Board of Trustees approve the minutes of the following meetings:
 1. Regular Board Meeting – July 20, 2017.
 2. Special Board Meeting – July 31, 2017
- B. Approval of Purchase Orders and Commercial Warrants – It is recommended that the Board of Trustees approve the purchase orders and commercial warrants as presented.
- C. It is recommended that the Board of Trustees approve the following annual contract agreements:
 1. Annual Contract with San Diego County Speech Pathology Service Inc.

VI. Information & Proposals (Action may be taken)

A. Correspondence

B. Report, Information, and Presentations

1. Budget Report
2. State School Building Report
3. Site Administrators Report
4. Summer Maintenance Report
5. Enrollment

C. Discussion

VII. Action Items

A. Public Hearings

1. Disclosure of Collective Bargaining Agreement between Dehesa School District and California School Employees Association Dehesa Chapter #663.
2. Disclosure of Collective Bargaining Agreement between Dehesa School District and the Dehesa Teachers Association.

B. Old Business – None

C. New Business

1. The Board will consider the Approval or Denial of Diego Central Charter Petition.
2. The Board will consider the Approval of Midas Agreement for Software License.
3. The Board will consider the Approval of the Energy Coalition Project Addendum No. 2.
4. The Board will consider the Approval of the Tentative Agreement between Dehesa School District and California School Employees Association Dehesa Chapter #663.
5. The Board will consider the Approval of the Tentative Agreement between Dehesa School District and the Dehesa Teachers Association.
6. The Board will consider the approval of the Budget Revisions.

D. Negotiations – None

E. Board Policies

1. The Board will review and consider the approval of updated Board Policies; Sections 1000, 2000, and 6000.

F. Personnel –

CERTIFICATED:

1. To accept the resignation of a special education teacher.
2. To hire a special education teacher.

CLASSIFIED:

1. To hire 1 3.75 hour instructional assistant

ADMINISTRATION:

1. Accept the resignation of Principal effective August 18, 2017.
2. Hire a Principal effective August 17, 2017

3. The Superintendent's Contract—effective July 1, 2017-June 30, 2020
4. The Principal's Contract- effective August 17, 2017 -June 30, 2018

VIII. Advance Planning

A. Next Meeting

1. Regular Board Meeting- September 14, 2017. Closed Session at 6:00 pm. Open Session at 7:00 pm.

B. Agenda Items – Trustees may request placing items on the next agenda.

C. Future Meeting Dates

1. Regular Board Meeting- October 19, 2017. Closed Session at 6:00 pm. Open Session at 7:00 pm.

IX. Adjournment

**DEHESA SCHOOL DISTRICT
REGULAR GOVERNING BOARD MEETING
MEETING MINUTES**

July 20, 2017

I. Call to order

President Cindy White called the meeting to order at 6:00 pm and the Board convened into Closed session.

II. Closed Session

III. Public Meeting

The Board reconvened at 7:20 pm and President White called the meeting to order and reported no action was taken in closed session. A quorum was established with members being present: Cindy White, Christina Becker, Karl Becker, and Mark Zacovic. Nancy Hauer led the Pledge of Allegiance. Mark Zacovic made a motion to approve the agenda, seconded by Karl Becker. Board approved the agenda as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

VII. Action Items

Public Hearings

1. Charter Petition from Diego Hills Central Public Charter School. President Cindy White opened the Public Hearing at 7:25 pm. There was no input from the Public. Public Hearing was closed at 7:27 pm. Kevin Ogden was present and mentioned that there were over 200 in the graduating class of Diego Hills this year. They are attempting to relocate about a mile from where Diego Hills is located right now. A bigger facility with sound proof rooms for the music department. However, that would not be for approximately 18 months. Diego Hills appreciates the continued support from Dehesa.

IV. Requests to Address the Board

A. District/Community Organization Reports

1. **Parents' Club:** None

2. **Dehesa Teacher's Association:** None

3. **CSEA:** Nancy spoke on behalf of Jackie Finch. Jackie wanted to let the Board know she has been training this week. She is training the bus drivers for the Grossmont District.

4. **Element Education**

a. **Dehesa Charter School:** Nancy Hauer spoke on behalf of Dehesa Charter. Enrollment is at 849 returning students.

b. **Community Montessori:** Nancy Hauer spoke on behalf of Community Montessori. Enrollment is at 518 returning students.

5. **Diego Hills:** Nancy Hauer spoke on behalf of Diego Hills. Total enrollment at all sites is 1,564 students. 272 Graduates. They are offering a new course called "Think for Yourself". It is in partnership with San Diego Youth Services and discusses healthy relationships, reproduction, human trafficking, and a variety of other topics relevant to our students. Students attend a 2-hour workshop every week and it has been really popular so far. They are moving into a new building on 54th street. It will essentially double their square feet from 11,000 to 20,000 which will enable them to expand workshop offerings. Future plans include culinary arts, graphic design and boxing. Their Board adopted 2 new grad requirements: Professional Skills and Computing for College and Career. These are both CTE courses that provide real world job readiness skills.

6. **The Heights Charter School:** Nancy spoke on behalf of The Heights Charter School. They currently have 246 students enrolled for the upcoming school year. The teachers return on August 21st and students return on August 28th.

7. **Inspire Charter:** Nancy spoke on behalf of Inspire Charter. The yearly mandatory staff training will be the first week of August.

8. **Methods:** Nancy spoke on behalf of Method. Enrollment for the summer is at 1,600 students. They are working with students in summer school courses, holding information sessions for next school year. The Murrieta site expansion will be in August.

9. **Valiant:** Nancy spoke on behalf of Valiant. Enrollment is greatly improving. The P Annual for 2016/2017 was 240 enrollments. They are continuing to build on their momentum from last school year. They have very strong enrollment so far for the 2017-2018 school year. For tracks A and B they have over 700 new enrollments. They are excited to be offering student enhancements to their educational programming including iReady Benchmark and intervention software, improved students support through the hiring of orientation specialists and mentors whose role will be to support students and parents

from the time they fill out an application until they leave them either through graduation or withdrawal, and the addition of high quality curriculum options

10. Citizen Input: None

B. Board Input- Christina Becker spoke about how excited she is to see all the construction going on. Nancy Hauer mentioned it was going great and Anna Buxbaum asked if they had seen the new Air Conditioning Units they are going to be installing.

V. Routine Action Items A-D:

Karl Becker made a motion to approve the routine action items and Christina Becker seconded the motion. Nancy Hauer shared that the contracts included under the routine action items are all annual contract agreements.

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

VI. Information & Proposals:

A. Correspondence: None

B. Report, Information, and Presentations

1. Budget Report: Anna spoke about how we are still receiving oversight fees for the charters. Fund balances are healthier. The deferred maintenance account went down due to paying for the Prop 39 project.

2. State School Building Report: Christina mentioned that since we pay \$3,200 to do the audit for the Bond money that we should look into using up the remaining Bond amount. We still have \$239,000 in the building fund. Board discussed some ideas. Ideas: Marque to draw attention and market the school, fencing around the front and back of campus, and automatic gates for entrance and bus gate. Discussed talking to neighbor and letting them know we will be getting a fence. Also, find out where the property line is exactly. The Board asked Anna to work on getting quotes for those items. Board discussed the parking situation and about possibly improving that. Anna mentioned that in fall the county will be coming out to figure out a 5 year plan for projects.

3. Principal's Report: Nancy Hauer spoke on behalf of Tamara Ripke. The staff has calendared some important dates for the 2017-2018 school year such as the volunteer breakfast, bus safety presentations, back to school night, Title VII meetings, and Open House.

The staff is excited about the upcoming professional development. Wonders is our new ELA adoption. Speaker Derek Clark will be at the school on August 18th to speak. A big thank you to our charter Diego Hills for funding this event. Diego Hills will be bringing 25 employees and Diego Valley is bringing 60 people to attend the event with the guest speaker. Bringing the total number of participants to 125 people. On August 29th Anthony Ceja will be speaking about Restorative Justice. In September the teachers will begin a book study using the book Growth Mindset. Achieve 3000 and DreamBox training is booked. Middle school team is working on a schedule and are excited about some changes to help support and engage students. Tamara wrote a grant through Cal Coast Credit Union to fund a poultry project on campus. Should find out by the end of August if we received the Grant. Tamara met with Mr. Morris the martial arts instructor who had done the anti-bullying assembly last year about coming out to do a PE/Character Ed. For middle school. Nancy and Tamara met with the YMCA about swim classes. The cost would be \$60 per student for 8 weeks, 1 lesson per week. Board discussed starting with 5th and 6th grade and then eventually do lessons for 4th grade. The new motivational theme for next year is Cars III. Title VII tutoring to be utilized over the summer. One of our teachers is going to Sycuan Learning Center. We are excited about our new staff Liz O'Neill, Alexis Chisholm, and Gretel Parks. We intend to apply to be a Gold Ribbon School in November.

4. Enrollment: Nancy Hauer stated that enrollment is currently at 165 which is up from this time last year.

5. Williams Complaint: There were no complaints.

C. Discussion: None

VII. Action Items

B. Old Business- None

C. New Business

1. Legal Services between Dehesa School District and Hatch & Cesario: Karl Becker made a motion to approve the agreement for Legal Services between Dehesa School District and Hatch & Cesario. Seconded by Mark Zacovic. Discussion and Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

2. East County Special Education Local Plan: Mark Zacovic made a motion to approve

the East County Special Education Local Plan. Seconded by Karl Becker. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

3. Circle of Equity Title VII grant with SDCOE: Karl Becker made a motion to approve the agreement to participate in Circle of Equity Title VII grant with SDCOE. Seconded by Christina Becker.

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

4. 2017-2018 Consolidated Application Reporting System (CARS) Spring Release: Mark Zacovic made a motion to approve the 2017-2018 Consolidated Application Reporting System (CARS) Spring Release. Discussion and Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

5. Management Salary Schedule: Karl Becker made a motion to approve the Management Salary Schedule. Seconded by Mark Zacovic. Discussion about how management has had a problem with retirement due to CalSTERS and CalPERS compliance. Asking Board to adopt the one step schedule. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

6. Community Montessori Addendum to MOU for Special Education Services and Oversight: Mark Zacovic made a motion to approve the Community Montessori Addendum to MOU for Special Education Services and Oversight. Seconded by Karl Becker. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

7. Dehesa Charter Addendum to MOU for Special Education Services and Oversight: Motion made by Mark Zacovic to approve the Dehesa Charter Addendum to MOU for Special Education Services and Oversight. Seconded by Christina Becker. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

8. Professional Development Contract for speaker Derek Clark: Motion made by Karl Becker to approve the Professional Development Contract for speaker Derek Clark. Seconded by Mark Zacovic. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

Advance Planning

D. Negotiation- None

E. Board Policies

1. Updated Board Policies 0000-0520 Concepts and Roles: Karl Becker made a motion to approve the updated Board Policies 0000-0520 Concepts and Roles. Seconded by Christina Becker. Discussion and Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

F. Personnel- Certificated and Classified

1. Hire 3 Certificated employees effective 8/17/2017
2. Reinstate 2 3.75 hour per day Classified instructional assistants effective 8/18/2017 due to resignation of full-time instructional assistant.

3. Reinstate the Student Care Coordinator position of 30 hours per week effective 8/15/2017.
4. Reinstate one Student Care Assistant position of 10 to 18.75 hours per week effective 8/18/2017.

Karl Becker made a motion to approve all above listed personnel. Seconded by Mark Zacovic. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

VIII. Advance Planning

A. Next Meeting - Scheduled for August 17th, 2017. Closed Session at 6:00 pm. Open Session at 7:00 pm.

B. Agenda Items- None

C. Future Meeting – Regular Board Meeting- Sept 14th, 2017. Closed Session at 6:00 pm. Open Session at 7:00 pm.

IX. Adjournment: President Cindy White adjourned the meeting at 8:40 pm.

Respectfully submitted by:

Approved by:

Deborah Cagney
Administrative Secretary

Christina Becker
Clerk of the Board

DEHESA

SCHOOL DISTRICT

SPECIAL GOVERNING BOARD MEETING

July 31, 2017

Minutes

I. Call to Order

Cindy White called the meeting to order at 6:00 am and the Board convened into Closed Session at 6:35 am.

II. Closed Session

III. Public Meeting

The Board reconvened at 6:52 am and President White called the meeting to order and reported no action was taken in closed session. A quorum was established with members present: Cindy White, Karl Becker, Christina Becker, and Mark Zacovic. Cindy White led the group in the Pledge of Allegiance.

IV. Action Items

A. New Business

1. K-5 and 6-8 English Language Arts adoption: Karl Becker made a motion to adopt ELA Wonders and Study Sync with authorization to ship priority rush if needed. Seconded by Mark Zacovic. Vote as Follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

2. XEROX Copier Lease: Karl Becker mad a motion to approve the XEROX copier lease. Seconded by Mark Zacovic. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

B. Board Policy

1. Board Bylaw and Exhibit 9250: Mark Zacovic made a motion to adopt Board Bylaw and Exhibit 9250. Seconded by Christina Becker. Monthly attendance for Board meetings will commence and the E9250 will become a regular part of the agenda. Vote as follows:

Ayes: Cindy White, Christina Becker, Mark Zacovic, and Karl Becker

Nays: None

Absent: Vincent Blanco, Jr.

Abstain: None

V. Advance Planning

A. Next meeting- Scheduled for August 17, 2017. Closed Session at 6:00 pm. Open Session at 7:00 pm.

VI. Adjournment: The meeting was adjourned at 7:18 am.

Respectfully submitted by:

Approved by:

Nancy Hauer
Superintendent

Christina Becker
Clerk of the Board

7/31/17

Minutes of the Special Board Meeting

Closed session began at 6:35 am

In attendance: Cindy White, Mark Zacovic, Karl Becker and Christina Becker

Absent: Vincent Blanco

Pledge of Allegiance led by Cindy White

Open session was called to order at 7:52 am. No action was taken in closed session.

Motion to adopt ELA Wonders and Study Sync with authorization to ship priority rush if needed made by Karl Becker, seconded by Mark Zacovic. All were in favor none opposed.

Motion to purchase a new copier made by Karl Becker seconded by Mark Zacovic.

All in favor, none opposed.

Motion to adopt Board Bylaw and Exhibit 9250 was made by Mark Zacovic and seconded by Christina Becker. All were in favor, none opposed.

Monthly attendance for Board meetings will commence and the E9250 will become a regular part of the agenda.

Next meeting is 8/17/17. Meeting was adjourned at 7:18 am.

DEHESA SCHOOL DISTRICT
PURCHASE ORDERS JULY 2017

DATE	PO NUMBER	VENDOR	Description	AMOUNT	BUDGET CATEGORY
07/03/17	7333	San Joaquin County of Ed.	EdJoin Account Fees	\$ 450.00	General - District Administration
07/05/17	7334	William V. MacGill & Co.	Nurse Supplies	\$ 291.41	General - School Administration
07/05/17	7335	Amazon	Computer Mouse/Anna, 3 New Faucets	\$ 239.98	General - School Administration
07/05/17	7336	WPS Publish	Testing Supplies/Psychologist	\$ 324.31	Special Education
07/06/17	7337	Really Good Stuff	Borders for Bulletin Boards	\$ 123.14	General - School Administration
07/06/17	7338	Amazon	Receipt Books	\$ 20.46	General - School Administration
07/10/17	7339	San Diego Door	Door Repair	\$ 2,393.02	General - Routine Restr. Maintenance
07/18/17	7340	Educational Service Products	Cumulative File Folders	\$ 65.50	General - School Administration
07/18/17	7341	DreamBox	Math Program	\$ 3,125.00	General - Lottery
07/18/17	7342	Achieve 3000	English Program	\$ 4,472.00	General - Lottery
07/21/17	7343	Anita Fire Hose	Fire Extinguisher Maintenance	\$ 415.64	General - Routine Restr. Maintenance
07/24/17	7344	Amazon	Books, Teacher Resources	\$ 165.77	General - School Administration
07/24/17	7345	Staples	Glue and Borders for Bulletin Boards	\$ 77.30	General - School Administration
07/31/17	7346	McGraw Hill	ELA Adoption	\$ 42,268.06	General - Lottery & LCFF
TOTAL				\$ 54,431.59	

**DEHESA SCHOOL DISTRICT
COMMERCIAL WARRANT LISTING
JULY 2017**

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount
14284272	VEBA	7/7/2017	June 2017_Retirees_Adj	General Fund	4,245.85
14284522	AVAYA, INC.	7/10/2017	30 Day Contract	General Fund	778.13
14284523	ALPINE UNION SCHOOL DISTRICT	7/10/2017	June 2017	Cafeteria Fund	1,725.41
14284524	CASBO	7/10/2017	CBO Partner Trng_Module 1	General Fund	1,166.67
14284525	EAST COUNTY CALIF. NEWSPAPER	7/10/2017	2018-17 Budget Ad	General Fund	98.00
14284526	SOUTHWEST SCHOOL SUPPLY	7/10/2017	290059_W174150	General Fund	483.88
14284807	Dave Bang Associates, Inc.	7/11/2017	CA132068_Slide Replacement	General Fund	1,122.30
14288187	SYNCHRONY BANK/AMAZON	7/24/2017	June_July 2017	Child Care Fund	6.82
14288187	SYNCHRONY BANK/AMAZON	7/24/2017	June_July 2017	Cafeteria Fund	6.82
14288187	SYNCHRONY BANK/AMAZON	7/24/2017	June_July 2017	General Fund	108.73
14288187	SYNCHRONY BANK/AMAZON	7/24/2017	June_July 2017	Deferred Maintenance Fund	186.06
14288188	SAN DIEGO GAS & ELECTRIC	7/24/2017	June 2017	General Fund	4,033.18
14289732	San Diego County School Boards Assc.	7/27/2017	2017-18	General Fund	55.00
14289733	PETTY CASH-Deborah Cagney	7/27/2017	June 2017	Child Care Fund	4.00
14289733	PETTY CASH-Deborah Cagney	7/27/2017	June 2017	General Fund	158.65
14289734	REVOLVING FUND	7/27/2017	April 2017	Child Care Fund	94.00
14289734	REVOLVING FUND	7/27/2017	April 2017	General Fund	201.11
14290111	Cintas Corporation	7/28/2017	9014376142_AED Battery	General Fund	205.35
14290112	Achieve3000, Inc.	7/28/2017	33619_2017-18 Literacy	General Fund	4,472.00
14290113	AARDVARK ANT & PEST CONTROL	7/28/2017	Squirrel Service July 2017	General Fund	450.00
14290114	ANITA FIRE HOSE CO. ETC.	7/28/2017	Extinguisher Service	General Fund	415.64
14290115	AT & T	7/28/2017	05.20.17-06.19.17	Child Care Fund	45.49
14290116	CREATIVE BUS SALES, INC.	7/28/2017	5106158	General Fund	39.30
14290117	SAN DIEGO COUNTY	7/28/2017	099-014360 Bus Cards J.Finch	General Fund	36.64
14290118	CALIFORNIA SCHOOL BOARDS	7/28/2017	Gamut_2017-2018	General Fund	1,000.00
14290119	CAJON VALLEY UNION SCHOOL DIST	7/28/2017	17226_Fuel-Apr_May_June 2017	General Fund	1,243.33
14290120	DELL AWARDS	7/28/2017	204738_Blanco	General Fund	50.58
14290121	DreamBox Learning	7/28/2017	21734675_2017-18 Math	General Fund	3,125.00
14290122	William V. Macgill & Co.	7/28/2017	600867	General Fund	291.41
14290123	NWEA	7/28/2017	58307_2017-18	General Fund	2,425.00
14290124	One Call Now	7/28/2017	54661735828_2017-18	General Fund	362.25
14290125	OTAY WATER DISTRICT	7/28/2017	July 2017	General Fund	269.37
14290126	REALLY GOOD STUFF, INC.	7/28/2017	6016440	General Fund	123.14
14290127	SAN JOAQUIN COUNTY OF ED.	7/28/2017	EdJoin 2017-18	General Fund	450.00
14290128	HOME DEPOT/GEFCF	7/28/2017	June 2017	General Fund	181.86
14290129	TYCO INTEGRATED SECURITY LLC	7/28/2017	Qtrly Srvc_08.01.17-10.31.17	General Fund	673.24
14290130	WASTE MANAGEMENT	7/28/2017	June 2017	General Fund	242.14
14290131	WESTERN PSYCHOLOGICAL SERVICES	7/28/2017	173856_Testing Supplies	General Fund	324.30
14290132	XEROX EDUCATION PUBLICATIONS	7/28/2017	7855_06.01.17-06.27.17	General Fund	1,189.19
					<u>32,089.84</u>

LEA: Dehesa Elementary

Nonpublic: County Speech

**2017-2018
Nonpublic
Master Contract

Main Document**



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2017-2018

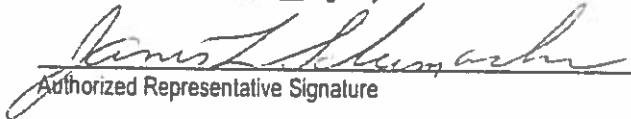
SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 7/01/17 and terminates at 5:00 p.m. on 6/30/18 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency


Authorized Representative Signature

DATE: 8-10-17

Janis Schumacher Director
(Type) Name and Title



APPROVED AS TO FORM:

SELPA DIRECTOR


Authorized Representative Signature

DATE: 8/11/17

Heather Difede Director
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Dehesa School District

Nonpublic: San Diego County Speech Pathology Services Inc.

**2017-2018
Nonpublic
Master Contract**

Appendix B: Agencies



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018**

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego Speech Pathology Services Inc

The CONTRACTOR NUMBER: 1A-37-162

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>\$75.00</u>	<u>hourly</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u>\$50.00</u>	<u>hourly</u>
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018**

<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh. Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
 APPENDIX B: AGENCIES
 2017-2018

<u>Specialized Orthopedic Services (740)</u>		
<u>Specialized Orthopedic Services Assessment (740)</u>		
<u>Reader Services (745)</u>		
<u>Note Taking Services (750)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness Preparation (820)</u>		
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>		
<u>Career Awareness (840)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Agency Linkages (referral and placement) (865)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900) Music Therapy</u>		
<u>Other (900) Vision Therapy</u>		
<u>Transportation – Emergency</u>		
<u>Bus Passes</u>		
<u>Professional Development</u>		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Janis Schumacher
Authorized Representative Signature

DATE: 8-10-17

Janis Schumacher Director
(Type) Name and Title



APPROVED AS TO FORM:

SELPA DIRECTOR

Heather Difede
Authorized Representative Signature

DATE 8/11/17

Heather Difede Director
(Type) Name and Title



LEA
Local Educational Agency

Authorized Representative Signature

DATE _____

Nancy Hauer Superintendent
(Type) Name and Title

LEA Board Approval

DATE _____

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Anna Buxbaum
Business Manager

Subject: Monthly Budget Update

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

At the October 20, 2011 Board Meeting, Members were asked about their preferences for monthly budget updates. Consensus was that a statement of fund balances and clear, concise updates on key issues would be preferred during months falling in-between major reports.

Report:

Attached are 1) Fund balances (Cash in County Treasury), 2) Construction expenditure reports for the Bond and Developer Fee Funds

Financial Impact:

N/A-Form Informational Purposes Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #: VI.B.1

Dehesa School District

Fund Balances

(Cash in County Treasury as of August 10, 2017)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$ 1,345,984.23
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND (FD 39)	\$ 129,809.91
12-06	CHILD DEVELOPMENT FUND	\$ 12,081.42
13-00	CAFETERIA SPECIAL REVENUE FUND	\$ 22,325.46
14-00	DEFERRED MAINTENANCE FUND	\$ 1,529.21
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$ 992,815.32
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$ 68,677.59
21-39	BUILDING FUND	\$ 240,592.55
25-19	CAPITAL FACILITIES/SB2068 FUND	\$ 12,270.47
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$ 7,549.82
	GRAND TOTAL	\$ 2,833,635.98

Please note that cash balances in the General Fund fluctuate on a regular basis. This is a normal feature of the fluid budget/accounting process.

**Dehesa School District
Building Fund 21-39**

7/31/2017

Date			Revenue Amount
7/1/2017	Beginning Balance		\$239,752.25
7/25/2017	Interest	2016-17 4th Qtr Interest	\$781.94
TOTAL			\$ 240,534.19
Payment Date	Service Provider	Services Performed	Expenditure Amount
TOTAL CURRENT YEAR EXPENSES			\$ -
TOTAL FUNDS AVAILABLE AS OF 7/31/2017			\$ 240,534.19

**Dehesa School District
Capital Facilities Funds 25-19**

7/31/2017

Current Year Project Activity			Revenue Amount
7/1/2017	Beginning Fund Balance		12,224.35
7/25/2017	Interest	2016-17 4th Qtr Interest	42.92
Total			\$ 12,267.27
Payment Date	Service Provider	Services Performed	Expenditure Amount
TOTAL CURRENT YEAR EXPENSES			\$ -
TOTAL FUNDS AVAILABLE AS OF 7/31/2017			\$ 12,267.27

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Dehesa School Enrollment
as of August 17, 2017

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Public Hearing
- Roll Call Vote Required
- Discussion

Projected Enrollment

By Grade Level

Kindergarten.....	19
1st Grade	17
2nd Grade	19
3rd Grade	16
4th Grade	16
5th Grade	21
6th Grade	24
7th	22
8th	11
164	

End-of-the-Year Enrollment

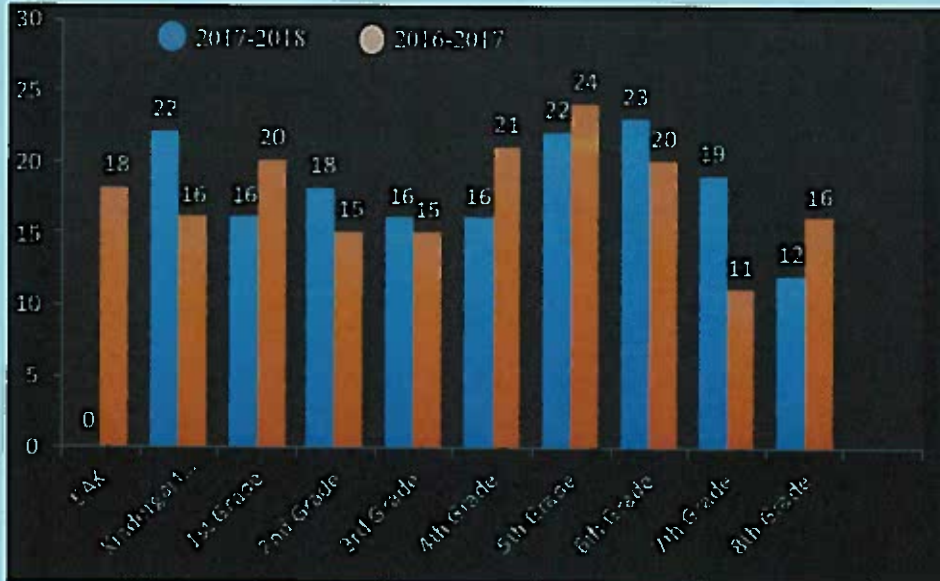
By Grade Level

EAK.....	18
Kindergarten	16
1st Grade	20
2nd Grade	15
3rd Grade.....	15
4th Grade	21
5th Grade	24
6th Grade	20
7th	11
8th	16
176	

Inter District Transfers

Students who live in our District but attend a different school
22

Students who live in another district but attend our school
70



DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Public Hearing for
Disclosure of Collective
Bargaining Agreement

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

The Dehesa School District has reached a 3 year tentative agreement for 2016-17 through 2018-19 with the Dehesa Teachers Association (DTA) and the Classified School Employees Association (CSEA). The attached Disclosures of Collective Bargaining Agreements outline the cost of each agreement as a result of negotiations in accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Government Code 3547.5.

Report:

In accordance with AB 1200, two separate disclosures were prepared and sent to the San Diego County Office of Education for their review and approval. The attached disclosures outline the cost for each bargaining unit.

Financial Impact:

The cost of the agreements is \$76,409.00 for DTA, and \$52,335.00 for CSEA for all three (3) years.

Student Impact:

N/A

Recommendation:

Administration recommends holding a public hearing for purposes of disclosing the Collective Bargaining Agreement with DTA and CSEA.

Agenda Item #: VII.A.1- 2

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Dehesa School District

Name of Bargaining Unit: Dehesas Classified Employees Association Certificated: _____ Classified: X

The proposed agreement covers the period: Beginning: 7/1/2016 Ending: 6/30/2019

This agreement will be acted upon by the Governing Board at its meeting on: August 17, 2017
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2016-2017		Year 2 2017-2018		Year 3 2018-2019	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement							
2. Salary Schedule - Increase (Decrease)	\$343,730	\$7,523	2.19%	\$9,416	2.74%	\$17,655	5.14%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$1,639	\$33	2.00%		0.00%		0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$80,119	\$1,753	2.19%	\$2,339	2.86%	\$4,839	5.75%
5. Health/Welfare Benefits - Increase (Decrease)	\$225,446	\$2,730	1.21%	\$2,921	1.28%	\$3,126	1.35%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$650,934	\$12,039	1.85%	\$14,676	2.21%	\$25,620	3.78%
7. Total Number of Represented Employees (See Below)	10	10		8		8	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$68,519.34	\$1,267.24	1.85%	\$1,923.44	2.76%	\$3,357.81	4.68%

Members Covered

GEA (Teachers)
CSEA
SEIU
Confidential
Class Management
Cert Management
Supervisors
Total

9.5 (Reduction in 2017-18 to 7.63 FTE)

9.5

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

In order to retain high quality staff and align salary schedules to neighboring districts, a three year tentative agreement has been proposed:

2016-17: Effective 7/1/2016 1% on-schedule increase, 1% increase one-time, off-schedule payment

2017-18: Effective 9/1/2017 4% on-schedule increase

2018-19: Effective 7/1/2018 6% on-schedule increase

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

- Increase in duty days from 184 to 185
- Elimination of 7-8 grade teacher prep time unless class size is 30 or greater
- No payment for IEP meetings after 3:30pm
- Reimbursement for BTSA participation, 3 year commitment to remain with district
- 10 year service credit for incoming teachers
- \$10,500 cap for district paid medical benefits
- No early retirement benefits for employees with start date after 08/17/2017
- Acupuncture benefits added to medical plan
- Employee life insurance increased from \$10,000 to \$50,000

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

An additional day of professional development was added.

- D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.**

A cap to medical benefits was agreed to through 2018-19. A re-opener was included in the event that medical benefit costs for employee only approach \$10,500/year.

- E. Source of Funding for Proposed Agreement**

- 2016-17: Fund 17 reserve balance to pay for 2% on/off schedule increase.
-

2. How will the ongoing cost of the proposed agreement be funded in future years?

A combination of LCFF funds and Fund 17 Reserve funds will be used for future Years. Class size is currently very small and if an economic downturn occurs, staff reductions will occur to consolidate classrooms, and elimination of the Principal.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

A combination of LCFF funds and Fund 17 Reserve funds will be used for future Years. Class size is currently very small and if an economic downturn occurs, staff reductions will occur to consolidate classrooms, and elimination of the Principal.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$5,265,505
b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	144.43
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$263,275.25

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$0.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$885,834.00
e. Total District Budgeted Unrestricted Reserves	\$885,834.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?


Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

8-9-17
 Date


 Chief Business Official
 (Signature)

8/9/17
 Date

Contact Person: Anna Buxbaum

Telephone No.:

(619) 444-2161

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: August 17, 2017
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (June 9, 2011)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES				
Revenue Limit Sources (8010-8099)	1,568,103			1,568,103
Remaining Revenues (8100-8799)	3,489,111			3,489,111
TOTAL REVENUES	5,057,214	0	0	5,057,214
EXPENDITURES				0
1000 Certificated Salaries	905,064	15,206		920,270
2000 Classified Salaries	581,821	10,576		592,397
3000 Employee Benefits	657,183	4,840		662,023
4000 Books and Supplies	181,816			181,816
5000 Services and Operating Expenses	1,526,392			1,526,392
6000 Capital Outlay	320,363			320,363
7000 Other				0
TOTAL EXPENDITURES	4,172,639	30,622	0	4,203,261
OPERATING SURPLUS (DEFICIT)	884,575	(30,622)	0	853,953
OTHER SOURCES AND TRANSFERS IN	138,529	32,024		170,553
OTHER USES AND TRANSFERS OUT	1,060,843	1,402		1,062,245
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(37,739)	0	0	(37,739)
BEGINNING BALANCE	425,565			425,565
CURRENT YEAR-ENDING BALANCE	387,826	0		387,826
COMPONENTS OF ENDING BALANCE:				0
Reserved Amounts (9700-9759)				0
Economic Uncertainties (9770)		0		0
Board Designated (9780)				0
Unappropriated Amounts (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

All bargaining units have been included in the settlement cost

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For Year 2 and Year 3, explain in "Comments" section, if applicable.

- a. **Cost Prior to Proposed Agreement:** Enter the amount from Line 2(a).
- b. **\$:** Enter the annual amount of the proposed change in *Other Compensation*.
- c. **%:** Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
- c. **%:** Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. **%:** Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

- a. **Cost Prior to Proposed Agreement:** Total Lines 3(a), 4(a), and 5(a).
- b. **\$:** Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. **%:** Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

- a. **Cost Prior to Proposed Agreement:** Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. **\$:** Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. **%:** Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Dehesa School District

Name of Bargaining Unit: Dehesa Teachers Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2016 Ending: 6/30/2019

This agreement will be acted upon by the Governing Board at its meeting on: 08/17/2017
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2016-2017		Year 2 2017-2018		Year 3 2018-2019	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement							
2. Salary Schedule - Increase (Decrease)	\$600,825	\$11,033	1.84%	\$16,530.00	2.75%	\$29,683.60	4.94%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.							
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$94,269	\$1,731	1.84%	\$2,899.00	3.02%	\$5,755.00	5.82%
5. Health/Welfare Benefits - Increase (Decrease)	\$225,446	\$2,730	2.90%	\$2,921	3.01%	\$3,128	3.13%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$319,715	\$15,494	4.85%	\$22,350	6.67%	\$38,565	10.79%
7. Total Number of Represented Employees (See Below)	11	11		9		9	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$29,065.04	\$1,408.55	4.85%	\$2,483.33	8.15%	\$4,284.96	13.00%

Members Covered

GEA (Teachers)	11
CSEA	
SEIU	
Confidential	
Class Management	
Cert Management	
Supervisors	
Total	11

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

In order to retain high quality staff and align salary schedules to neighboring districts, a three year tentative agreement has been proposed:

2016-17: Effective 7/1/2016 1% on-schedule increase, 1% increase one-time, off-schedule payment

2017-18: Effective 9/1/2017 4% on-schedule increase

2018-19: Effective 7/1/2018 6% on-schedule increase

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

-
- Increase in duty days from 184 to 185

 - Elimination of 7-8 grade teacher prep time unless class size is 30 or greater

 - No payment for IEP meetings after 3:30pm

 - Reimbursement for BTSA participation, 3 year commitment to remain with district

 - 10 year service credit for incoming teachers

 - \$10,500 cap for district paid medical benefits

 - No early retirement benefits for employees with start date after 08/17/2017

 - Acupuncture benefits added to medical plan

 - Employee life insurance increased from \$10,000 to \$50,000

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

An additional day of professional development was added.

Revised 07/04

Revised: 07/05

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

A cap to medical benefits was agreed to through 2018-19. A re-opener was included in the event that medical benefit costs for employee only approach \$10,500/year.

E. Source of Funding for Proposed Agreement

- 2016-17: Fund 17 reserve balance to pay for 2% on/off schedule increase.
-

2. How will the ongoing cost of the proposed agreement be funded in future years?

- A combination of LCFF funds and Fund 17 Reserve funds will be used for future years. Class size is currently very small and if an economic downturn occurs, staff reductions will occur to consolidate classrooms and elimination of the Principal position.
-
-
-

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

- A combination of LCFF funds and Fund 17 Reserve funds will be used for future years. Class size is currently very small and if an economic downturn occurs, staff reductions will occur to consolidate classrooms and the elimination of the Principal position.
-

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$5,265,505
b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	144.43
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$263,275.25

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$0.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$885,834.00
e. Total District Budgeted Unrestricted Reserves	\$885,834.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

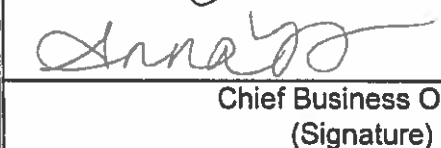
G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

8-9-17
 Date


 Chief Business Official
 (Signature)

8/9/17
 Date

Contact Person: Anna Buxbaum

Telephone No.:

(619) 444-2161

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: August 17, 2017
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (June 9, 2011)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES				
Revenue Limit Sources (8010-8099)	1,568,103			1,568,103
Remaining Revenues (8100-8799)	3,489,111			3,489,111
TOTAL REVENUES	5,057,214	0	0	5,057,214
EXPENDITURES				0
1000 Certificated Salaries	905,064	15,206		920,270
2000 Classified Salaries	581,821	10,576		592,397
3000 Employee Benefits	657,183	4,840		662,023
4000 Books and Supplies	181,816			181,816
5000 Services and Operating Expenses	1,526,392			1,526,392
6000 Capital Outlay	320,363			320,363
7000 Other				0
TOTAL EXPENDITURES	4,172,639	30,622	0	4,203,261
OPERATING SURPLUS (DEFICIT)	884,575	(30,622)	0	853,953
OTHER SOURCES AND TRANSFERS IN	138,529	32,024		170,553
OTHER USES AND TRANSFERS OUT	1,060,843	1,402		1,062,245
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(37,739)	0	0	(37,739)
BEGINNING BALANCE	425,565			425,565
CURRENT YEAR-ENDING BALANCE	387,826	0		387,826
COMPONENTS OF ENDING BALANCE:				0
Reserved Amounts (9700-9759)				0
Economic Uncertainties (9770)		0		0
Board Designated (9780)				0
Unappropriated Amounts (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

All bargaining units have been included in the settlement cost

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For Year 2 and Year 3, explain in "Comments" section, if applicable.

- a. **Cost Prior to Proposed Agreement:** Enter the amount from Line 2(a).
- b. **\$:** Enter the annual amount of the proposed change in *Other Compensation*.
- c. **%:** Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
- c. **%:** Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. **%:** Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

- a. **Cost Prior to Proposed Agreement:** Total Lines 3(a), 4(a), and 5(a).
- b. **\$:** Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. **%:** Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

- a. **Cost Prior to Proposed Agreement:** Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. **\$:** Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. **%:** Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Petition for Diego Hills
Central

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: At previous Board meetings Kevin Ogden, Vice President for Learn 4 Life, has come and discussed with the Board an opportunity to open Diego Hills Central Charter School at the College Ave site in August of 2018. The petition was emailed to our school and shared with the Board.

Report: As per Ed. Code the Board must hold a Public Hearing on the provisions of the petition within thirty (30) days from the date of receipt. Following a review of the petition, and a public hearing, the Governing Board may either grant or deny the charter based upon the statutory elements contained in the Ed. Code. The petition is attached and Mr. Ogden will return to answer any questions. The petition has also been reviewed by legal counsel, the Superintendent and the Business Manager.

Financial Impact: Dehesa School District will receive a 3% oversight fee.

Student Impact: Diego Hills Central will serve the needs of students who have not been successful in traditional schools. Their blended online program will assist credit deficient students to pursue their high school diplomas.

Recommendation: Administration recommends asking any clarifying questions before voting on this charter petition.

Agenda Item #: VII.C.1



DIEGO HILLS CENTRAL

PUBLIC CHARTER SCHOOL

Presented To:
Dehesa Elementary School District

Grades K-12

Submitted: June 2017

Term: July 1, 2017 - June 30, 2022

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- Exhibit A** Local Control and Accountability Plan
Exhibit B Suspension and Expulsion Procedures
Exhibit C Multi-Year Fiscal Budget and Narrative
Exhibit D Realtor Letter

AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I hereby certify that the information submitted in this petition for a California public charter school to be named Diego Hills Central Public Charter School (“DHCPCS” or the “Charter School”), submitted to Dehesa Elementary School District (“DESD” or the “District”) is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, DHCPCS will follow any and all federal, state, and local laws and regulations that apply to DHCPCS, including but not limited to:

- DHCPCS will meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. California Education Code Section 47605(c)(1)]
- Diego Plus Education Corporation declares it shall be deemed the exclusive public school employer of the employees of DHCPCS for the purposes of the Educational Employment Relations Act. [Ref. California Education Code Section 47605(b)(6)]
- DHCPCS will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. California Education Code Section 47605(d)(1)]
- DHCPCS will not charge tuition. [Ref. California Education Code Section 47605(d)(1)]
- DHCPCS shall admit all students who wish to attend DHCPCS, unless DHCPCS receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2) and Education Code Section 51747.3, admission to DHCPCS shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of DHCPCS in accordance with Education Code Section 47605(d)(2)(C). [Ref. California Education Code Section 47605(d)(2)(A)-(C)]
- DHCPCS shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- DHCPCS will adhere to all applicable provisions of federal law relating to students with disabilities, including, but not limited to, the Individuals with Disabilities Education

Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.

- DHCPCS will 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)]
- DHCPCS will ensure that teachers in DHCPCS hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- DHCPCS will at all times maintain all necessary and appropriate insurance coverage.
- DHCPCS 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 DHCPCS without graduating or completing the school year for any reason, DHCPCS shall notify the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- DHCPCS shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)(2)]
- DHCPCS shall on a regular basis consult with its parents and teachers regarding DHCPCS's education programs. [Ref. California Education Code Section 47605(c)]
- DHCPCS shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- DHCPCS shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Sections 47612(b) and 47610]
- DHCPCS shall comply with all applicable portions of the Elementary and Secondary Schools Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- DHCPCS shall comply with the Family Educational Rights and Privacy Act.
- DHCPCS shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

- DHPCPS shall comply with Education Code Section 51745 et seq. related to independent study.



Lead Petitioner's Signature

June 6, 2017
Date

INTRODUCTION

Introduction and Review

Charter schools allow local educators and parents to develop innovative programs and schools of choice targeted to local student needs. DHCPCS recognizes that one size does not fit in learning environments and teaching methodologies.

The petitioners have substantial experience creating educational programs specifically intended for those students who have chosen an alternative method of education for any variety of reasons. DHCPCS's Founding Group consist of administrators and consultants who have concentrated expertise in the following areas:

- Curriculum, Instruction and Assessment
- Finance, Facilities, and Business Management
- Organization, Governance, and Administration

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplishing the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods, and recognize the uniqueness of the student including recognizing academic and emotional development of the student.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) 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.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The Charter Schools Act, Education Code Section 47600 et seq. requires each charter school to have a charter that outlines at least the fifteen (15) mandatory items of the Act. The following provisions of this charter coincide with the requirements of Section 47605 of the Act.

The Petitioners present this charter petition of Diego Hills Central Public Charter School to the Dehesa Elementary School District for consideration and approval in accordance with the requirements of Education Code Section 47605 for a five-year term from July 1, 2017 through June 30, 2022.

Partnerships with Workforce Training Programs

DHCPCS shall offer a program designed to meet the educational needs of federally funded learn-and-work or learn-and-earn programs, including but not limited to the federal Workforce Innovation and Opportunity Act pursuant to Education Code Section 47605.1(g).

The Workforce Innovation and Opportunity Act (“WIOA”), which was signed into law on July 22, 2014, replacing the Workforce Investment Act of 1998 (“WIA”), authorizes services for youth, adults and laid-off workers. WIOA is considered to be the most significant reform of federal job training programs in more than 15 years and a critical step toward helping workers and employers succeed in the 21st century economy.¹

DHCPCS shall offer a year-round program emphasizing attainment of basic skill competencies, enhancing opportunities for academic and occupational training, and providing exposure to the job market and employment. Activities may include instruction leading to completion of secondary school, tutoring, internships, job shadowing, work experience, adult mentoring and comprehensive guidance and counseling. The program shall emphasize services for out-of-school youth.

The activities provided by WIOA offer a variety of benefits to both program participants and the communities in which they reside as follows:

- Job Seekers
 - Universal access to job search and labor market information
 - Advice, counseling and support
 - Education and skills training
 - Individual choice of service

- Youth
 - Basic skills assessment
 - Resources and guidance help to attain educational goals
 - Leadership development opportunities
 - Exposure to work environment through training and adult mentoring

¹ See <http://blog.dol.gov/2014/07/22/promoting-job-driven-training-and-american-opportunity/>

- Employers
 - Influence over local area employment policy
 - Improved and trained employee pool
 - Development of on-the-job and customized training opportunities
 - Assistance for laid-off workers

- Community
 - Access to local area job market information
 - Improved workforce quality
 - Services designed for local area needs
 - Reduced need for welfare

DHCPCS believes that investing in the most skilled and talented workforce in the world should be one of our nation's top priorities. In recent years, more than 20 million people annually have turned to federal programs for basic education, job training and employment services. During the worst economic crisis of our lifetimes, the workforce system served as the nation's emergency room, administering the critical care to help people get back on their feet.

Through DHCPCS's partnership with WIOA, students will have improved tools to identify and access training options and other employment services best suited to their needs. Businesses will be more closely connected to the system, with better resources available to find and train the skilled workers they need to grow their companies. Each aspect of DHCPCS's program will be shaped by the following question: is it helping ready-to-work-Americans move into ready-to-be-filled jobs?

Evidence shows that our partnership with WIOA programs will be successful in producing skilled students ready for their future career or pursuit in higher education. As noted in the report, *What Works in Job Training: A Synthesis of the Evidence*, produced by the U.S. Departments of Labor, Commerce, Education and Health and Human Services², existing evidence on job training for youth demonstrate:

- Early exposure to a range of career and higher education information and opportunities is associated with better post-secondary education outcomes.

- Work experience for youth still in school, including paid summer jobs, has some important results in terms of educational outcomes, particularly if job skills and education are combined.

- Occupation- and industry-based training programs, including Career Academies, show some promising employment outcomes for youth. Work-based learning, such as paid internships, cooperative education, and some transitional jobs programs suggest that low-income, economically disadvantaged youth are successful in programs where they receive wages. Strategies that allow high school students to accelerate their transition to college or start preparing for a career early can also improve youth outcomes.

² See <http://www.dol.gov/asp/evaluation/jdl/>.

- Youth disconnected from work and school, including those who also have serious disadvantages such as early-child bearing, homelessness, or involvement with the criminal justice system, have the most difficult challenges succeeding in adulthood, but there is some evidence that youth may benefit from comprehensive and integrated models that combine education, occupational skills, and support services.

DHCPCS will expand upon these programs that are proven to work for our youth and give them the tools to climb ladders of opportunity and punch their ticket to the middle class and beyond.

In addition to WIOA, DHCPCS may partner with other federal and state non-profits such as Youth Build, California Conservation Corps, etc.

Alternative Schools Accountability Model (ASAM)

California's 1999 Public Schools Accountability Act ("PSAA") required that all schools be held accountable under systems developed by the CDE. Accordingly, the California Education Code Section 52052(h) requires:

"The State Superintendent, with the approval of the State Board, shall develop an alternative accountability system for schools...under the jurisdiction of a county board of education or a county superintendent of schools, community day schools ...and alternative schools serving high-risk pupils, including continuation high schools and opportunity schools."

In response to the mandate of the PSAA, the CDE, in conjunction with the PSAA Subcommittee on the Alternative Accountability System, developed the Alternative Schools Accountability Model ("ASAM").

As is described above, and as is allowed under California State Law, DHCPCS intends to apply and qualify as an ASAM school.

ELEMENT (A): EDUCATIONAL PROGRAMS AND PHILOSOPHY

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

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

Governing Law: 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. – California Education Code Section 47605(b)(5)(A)(iii)

*It takes a deep commitment to change and even deeper commitment to grow.
- Ralph Ellison*

A. PERSONALIZED LEARNING

DHCPCS will offer a non-classroom based Personalized Learning program for grades K-12.

Personalized Learning is a unique public educational model that is tailored to the needs and interests of each individual student. Personalized Learning is a 21st Century, "on the leading edge" approach to public education that honors and recognizes the unique gifts, skills, passions, and attributes of each student. Research confirms that every individual assimilates information according to his/her own unique style, need, and interest.

Personalized Learning is dedicated to developing individualized learning programs for each student. Its intent is to engage each student in the learning process in the most productive and meaningful way to optimize each student's learning potential and success. It allows Diego Hills Central Public Charter School to combine multiple assessment levels of student academic achievement through regular assessment testing, in addition to annual state-mandated testing programs, compiling student work samples, and personal conferencing.

The Personalized Learning Model recognizes the value of parental involvement and participation in their child's education and learning process, and value on-going teacher development training. There is a strong emphasis on one-on-one teacher and student interaction, attention to differences in learning styles, student-driven participation in developing the learning process, technology access, varied learning environments, and choices in curriculum programs.

DHCPCS's Personalized Learning model is based on the intent of the Legislature that Independent Study Personalized Learning is an individualized alternative education designed to teach the knowledge and skills of the core curriculum. (Education Code Section 51745.) DHCPCS understand that Personalized Learning is not an alternative curriculum and that our program must provide as comprehensive a program as the student would receive if enrolled in a traditional school. The California Department of Education ("CDE") in its Independent Study Operations Manual has noted the benefits to serving an at-risk population through Personalized Learning. Specifically, the guide notes that a student's poor decisions and lack of self-esteem can lead to pregnancy, early parenthood, substance abuse, or commission of criminal offenses. These students often drop out of school prior to graduation because they feel unsupported or disconnected in the regular school setting. These students end up entering the job market with few or no marketable skills. For many dropouts and potential dropouts, Personalized Learning can be an opportunity to change direction and continue their education.

B. OVERVIEW OF THE PERSONALIZED LEARNING EDUCATIONAL PROGRAMS

Diego Hills Central Public Charter School has the feel of a friendly business office. DHCPCS offers the following non-classroom Personalized Learning programs: An independent study program and home study program for grades 9-12, a home study program for grades K-8, and a virtual learning program for students in grades K-12.

Independent Study and Home Study Programs - Grades 9-12

The Independent Study/Home Study program for high school students provides a unique public educational model that is tailored to the needs and interests of each individual student. It is a combination of the best of home schooling and resource center based classes. Independent Study/Home Study is dedicated to developing personalized learning programs for each student. Its intent is to engage each student in the learning process in the most productive and meaningful way to optimize each student's learning potential and success. It allows DHCPCS to combine multiple assessment levels of student academic achievement through the regular recording of detailed learning records, compiling student work samples, and conducting annual state-mandated testing programs. DHCPCS shall offer this Independent Study/Home Study option for students with the ultimate objective of enabling pupils to become self-motivated, competent and lifelong learners.

The CDE in its independent study operations manual has noted the benefits to serving an at-risk population through independent study. Some students have difficulty functioning in a traditional educational setting. They feel overwhelmed by a sense of isolation from the community around them which hinders their academic and social progress. Consequently, they do not do well academically or behaviorally and they frequently act out their frustrations in ways that disrupt the educational process in the classroom and on campus. They become known as problem students.

Specifically, the guide notes that a student's poor decisions and lack of self-esteem can lead to pregnancy, early parenthood, substance abuse, or commission of criminal offenses. These students drop out of school prior to graduation because they feel unsupported or disconnected in the regular school setting. These students end up entering the job market with few or no marketable skills. For many dropouts and potential dropouts, Independent Study/Personalized Learning can be an opportunity to change direction and continue their education. The conventional classroom simply does not meet their needs. To overcome these obstacles, DHCPCS offers flexible, individualized instruction in conjunction with a curriculum specifically designed to better meet the needs of the individual student's learning level.

The Independent Study/Home Study program at DHCPCS targets students who are academically deficient, or who may have stopped attending school regardless of achievement levels. Students in our program tend to fall on either end of the spectrum, either extremely low achieving or extremely high achieving but for numerous reasons were unable to maintain enrollment within the traditional schools. DHCPCS's Independent Study and Home Study programs offers individualized instruction, curriculum and a flexible schedule which meets the needs of students who have to work in order to provide for their family or themselves, students who may be living on their own, or pregnant or new and young mothers who have child care problems.

The comprehensive education program at DHCPCS incorporates diverse teaching methods, a comprehensive interdisciplinary curriculum, on-going assessment of student progress, a strong parent involvement component to build resiliency and empowerment of students as well as a strong emphasis on the basics to build a solid foundation to develop independent learners who possess the critical thinking skills needed to apply learning to real world situations.

The Independent Study/Home Study Model recognizes the value of parental involvement and participation in their child's education and learning process, and value on-going teacher development training. There is a strong emphasis on one-on-one teacher and student interaction, attention to differences in learning styles, student-driven participation in developing the learning process, technology access, varied learning environments, and choices in curriculum programs.

DHCPCS offers a core curriculum that meets all California state standards (including, but not limited to, the Common Core State Standards, Next Generation Science Standards, etc.; hereinafter referred to as the "state standards"), as well as electives. Enrolling students will have their transcripts evaluated and will take assessment tests to determine their appropriate beginning level of instruction. The order in which the instruction is offered to the student will be tailored to the individual student in a manner that will best maximize learning. Students will be given the opportunity to take individualized elective courses including, but limited to, selective Vocational Education Programs and group courses are offered as the need and interest develops. All instructional programs of the School shall meet all applicable state standards. The curriculum is based on high standards and clear expectations that focus on fair and credible evaluations, recognition of accomplishment, academic rigor in a thinking curriculum and self-management of learning.

DHCPCS offers a unique approach to the Independent Study/Home Study Model through the Resource Center(s), which has the feel of a welcoming environment, creating a comfortable and

safe haven for learning. Students and parents have the opportunity to utilize the Resource Center(s) as a meeting place, if they so wish, as well as, the educational hub where the student can attend enrichment classes taught by school staff two or three days a week. Appointments can be made by the parents to meet with tutors that will provide assistance to the students upon request. Parents can also meet with their assigned teacher for assistance as well as clarification of the assignments provided to the student. During that appointment, the lesson can be explained and assigned. There will be time for questions and discussion for everyone; the parents, the student and the teacher.

Home Study Program - Grades K-8

The K-8 Home Study program is a parent-driven home study option offered by DHCPCS, which offers more of the parental support and teacher support than our 9-12 programs. DHCPCS offers the Home Study option for students in grades K-8 with the ultimate objective of enabling pupils to become self-motivated, competent and lifelong learners.

As with the 9-12 Independent/Home Study Program, students and their parents/guardians have the opportunity to meet with a teacher on a regular basis to provide interaction between student and teacher for evaluation if they so wish, at the Resource Center(s). They are encouraged to attend small group and special interest programs at the Resource Center, which are offered multiple times during the week, providing the students with options for a solid educational base. Students work with their parent/guardian supervising their work prior to their home study work being reviewed by their assigned teacher. The parent/teacher/student can meet as many times as needed for student success with no less than once in a learning period. Parents will receive assistance from their assigned teacher and continuous support from the Resource Center(s) as they endeavor in educating their child/children in a home study environment.

DHCPCS offers a K-8 core curriculum along with supporting programs and enrichment activities. All instructional programs of DHCPCS shall meet all applicable state standards. As with the 9-12 Home Study Model, the teaching and learning in the K-8 Home Study Model is based on clear expectations that focus on fair and credible evaluations, recognition of accomplishments and academic rigor in a thinking curriculum.

Parents of K-8 students also receive assistance from their assigned teacher and continuous support from DHCPCS as they endeavor in educating their child/children in a Home Study environment.

DHCPCS will provide its students with an academically rigorous and personalized learning option. This model will include software based instructional materials and/or traditional curriculum based materials, all utilized through the guidance of supervising teachers who design the student's instructional plan, evaluate student progress toward objectives, monitor student attendance and supervise and support delivery of curriculum at home.

The student, parent and Supervising Teacher will interact in person and via e-mail, fax, or phone as specified in each student's master agreement.

Virtual Learning Program - Grades K-12

The Virtual Learning program targets students who can benefit most from self-paced, individualized instruction that is delivered in the home via technology. Virtual Learning students experience a comprehensive and mastery-based curriculum, high expectations, access to technology (computer and Internet), strong instructional support, a significant amount of off-line work, guidance from experienced teachers, and a strong commitment from parents (or other caring adults).

The Virtual Learning program uses the various curriculums and a mastery-based virtual curriculum which is in compliance with all state standards. Responsible adults play the role of academic coaches who guide students through the instructional program on a daily basis, conduct the lessons and help ensure that students are learning. They, along with the student, access school lessons and lesson assessments, enter attendance, and monitor academic progress using their computer. Students engage in interactive, asynchronous instruction - certificated teachers assign lessons, manage the student portfolio, design outings, evaluate student work, answer technical and curriculum questions as they arise and monitor and record student progress/attendance. Classroom-based instruction additionally occurs on a periodic basis for person-to-person tutorials and intensive assistance for those students needing additional help and guidance.

Teachers holding a California teaching credential oversee the learning of each child under their supervision by reviewing each student's work for quality, accuracy, and understanding; accessing their online academic records (including daily lessons and assessments); and communicating with the parent (or other responsible adult) on a regular basis at teacher conferences. Teachers also grade student work, deliver report cards and are available daily via phone or e-mail when students or parents/guardians have questions. The content of lessons are reinforced through traditional textbook work organized and planned by teachers. Teachers, in most cases, work from their homes.

C. MISSION AND VISION STATEMENT

The mission of DHCPCS is to engage students in learning, who are no longer a part of the instructional plan offered by traditional classroom based schools or who prefer a personalized learning education.

DHCPCS equips students with two kinds of literacy necessary in the 21st Century – the ability to read, write, speak, and calculate with clarity and precision, and the ability to participate passionately and responsibly in the life of the community. DHCPCS will enable students to become literate, self-motivated, lifelong learners by providing a multi-cultural, student-centered environment in which all students will be held to high academic and behavioral standards. Through *Personalized Learning* programs, utilizing independent study and home study models, students in grades K-12 will acquire the knowledge and skills necessary to become competent learners and responsible citizens in the 21st Century.

Our vision is to encourage students to become actively engaged, passionate learners. Graduates are prepared to successfully compete in the workforce, to attend the colleges or vocational schools of their choice and to value service to others in society.

Alignment of Program to Mission

Help the student master basic skills:

Teachers use assessment results to individualize student work and plan and determine which areas to target for improved skills or tutoring services. Results are also used to track the student's progress and to gauge prospects for growth in order to assist the student in reaching the highest possible level of achievement.

Examples are, specialized math instruction, remedial reading instruction and *North West Evaluation Association ("NWEA")* and *Measures of Academic Progress ("MAP")* assessment.

Move toward mastery of technology:

1. All enrolling students utilize computers in participating in the NWEA.
2. Students are encouraged to complete assignments using a computer whenever possible.
3. Computers are available at the resource center for any student who does not have access at home.
4. Specific instruction from fundamental to advanced computer skills are provided in:
 - Computer Fundamentals
 - Operating Systems/Windows
 - PowerPoint/Office
 - Access/Office
 - Excel
 - Microsoft Word

Develop Interest in Life-Long Learning:

1. Remedial reading instruction is provided.
2. Content concepts taught are associated with real-world issues whenever possible to give meaning and high interest to the student.
3. Students are introduced to a broad spectrum of topics including, World History, World Literature, Art History, Art, Foreign Language, Science, Mathematics and Computer programs.

Become a responsible, contributing member of society.

1. One of the options for the DHCPSC Career Exploration class requires the student to participate as a volunteer in an approved community service organization.

2. Career Exploration Readiness course work with our WIOA partnerships encourages the student to “Job Shadow” in a career area of his/her interest. As part of Career Exploration readiness courses and clubs, students are able to participate as a volunteer in an approved community service organization.
3. High accountability in attendance and satisfactory completion of all assignments at DHPCPS helps to develop student confidence adding a sense of personal worth and self-importance. This, in turn, empowers students to perform credibly by improving the quality of their work.

D. PERSONALIZED LEARNING LAWS AND REGULATIONS

DHPCPS shall comply with all applicable laws related to independent study and Personalized Learning. As such, the provision of education through a Personalized Learning model shall be governed by the Personalized Learning study policy adopted by the Board of DHPCPS after a public hearing and implemented in accordance with individual master agreements and work and assignment agreements for each student.

DHPCPS adheres to all applicable sections of the Education Code for Independent Study (Section 51745 et seq.) and funding determination requirements of Education Code Section 47612.5 and 47634.2 and Title 5 California Code of Regulations Sections 11963 - 11963.7 (SB740).

DHPCPS also adheres to the California Code of Regulations requirements related to audit requirements for charter schools.

The DHPCPS program complies with Education Code Section 51746 in that DHPCPS shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully, including learning centers and study areas.

E. EDUCATIONAL PHILOSOPHY

Our desire is to encourage students to develop a sense of responsibility through the problem-solving and decision-making process. We believe that by treating each student as an individual, we can create an atmosphere conducive to studying, working, and learning, and through this process, student’s concerns would be reflected. Our faculty and staff help our students work hard, keep focused, stay committed, and develop alternative strategies when they encounter obstacles.

We believe that self-motivation, critical thinking, united participation, and creativity are as important as academics and technology. We offer significant personal attention and support for students to achieve satisfying work and a joyful quality of life.

By personalizing the academic program, each student is placed at a level where he/she can best learn and be encouraged to take responsibility for learning. We believe in nurturing a student’s natural abilities to be reflective, ask questions, communicate intelligently, think critically, become skilled problem-solvers, and reach exemplary standards.

Parents, students, and teachers work together to build a community that values diversity in strengths, cultures, and family backgrounds. Students, realizing that they are active partners in their learning and reaching academic success, leave DHCPCS having learned rather than acquiring a body of facts.

At a minimum DHCPCS shall provide all core subject curriculum and instruction required by the State of California in order to obtain a high school diploma. However, as the budget of DHCPCS allows each year, DHCPCS has listed in this charter a sampling of additional courses and programs it is currently providing or plans on implementing in order to further enrich students and further our mission and vision. As a non-classroom based program that utilizes resource centers, each resource center can tailor its additional programs and electives to meet the needs of the students in the area of that particular resource center. As an example, our Career and Technical Education program partners with local businesses and benefits from their hiring needs. Resource Centers have specific electives and program courses that will help students seeking careers with the surrounding Industry. With properly aligned resource centers and well formed partnerships with businesses, DHCPCS can provide excellent opportunities for our students to become educated productive citizens.

Whom is the Charter School Attempting to Educate?

DHCPCS is designed to serve students in grades K-12 throughout San Diego County and adjacent counties that choose a Personalized Learning option.

DHCPCS students are as diverse as the community and include:

- Students who are not active participants in the traditional “comprehensive” school setting;
- Students who have failed or at-risk of failing and require revitalized and more meaningful instructional opportunities to regain their faith in the importance of education;
- Students whose life circumstances often prevent them from participating in traditional public school instructional activities in a meaningful way;
- Students from the traditional public school setting who require an alternative learning environment for either remediation or acceleration;
- Students whose access to rigorous and challenging curriculums and learning resources are limited by economics and family circumstances;
- Students whose families have special concerns regarding their social and emotional development;
- Students who have been expelled from another public education program for cause or have multiple periods of unexcused absences from school; and

- Homeless and Foster Youth students.

The comprehensive education program at DHCPCS incorporates diverse teaching methods, a comprehensive interdisciplinary curriculum, on-going assessment of student progress, a strong parent involvement is encouraged to build resiliency and empower students in grades K-12, and a strong emphasis on the basics to build a solid foundation to develop independent learners who possess the critical thinking skills needed to apply learning to real world situations.

DHCPCS is designed with the aim of bringing about maximum individual academic and personal development for each student. Administrators and teachers have created an environment that fosters the following:

- active, hands-on learning;
- conceptual learning that leads to understanding along with acquisition of basic skills;
- meaningful, relevant learning experiences;
- interactive teaching and cooperative learning; and
- a broad range of relevant content integrated across traditional subject matter divisions.

DHCPCS is targeting students who are academically deficient; those who may have stopped attending school regardless of achievement levels and students whose families prefer to educate their children at home for any variety of philosophical and programmatic reasons.

Students at our school tend to fall on either end of the spectrum, either extremely low achieving or extremely high achieving but for numerous reasons were unable to maintain enrollment within the traditional schools. DHCPCS offers individualized instruction, curriculum and a flexible schedule which meets the needs of students who have to work in order to provide for their family or themselves, students who may be living on their own, or pregnant or new and young mothers who have student care problems.

DHCPCS provides an alternative education program to students who have not had success in traditional, comprehensive schools and who became separated from the regular education program.

One of the goals of DHCPCS is to reinstate the student back into the traditional schools of the District whenever possible. Ongoing assessments shall be conducted to ensure that independent study is the appropriate educational option for the student, and for those students for whom that answer is “no,” DHCPCS works with the student and the school district of residence to ensure that these students are aware of all the educational options available. Our assignments include approximately 20 to 25 hours of homework per week, including reading, writing, application of course objectives, vocabulary development, project completion, math assignments and testing preparation. Students are required to take advantage of DHCPCS’s proactive tutoring program. For the students who are struggling and who may not be taking advantage of the tutoring program, an evaluation may be made by DHCPCS as to whether or not DHCPCS is appropriate and shall work with the student to understand the importance of the tutoring requirement.

Supplemental instruction utilizing selected curriculum is provided for those students performing well below their achievement level. For those low performing students, the school utilizes selected curriculum including the following: a closely graded math curriculum, which includes courses in Basic Math Skills, Pre-algebra, Algebra I, Geometry and Algebra II. This curriculum uses materials from the publisher, Houghton Mifflin Harcourt, HMH, which is developed around a format of low level, high interest. This makes it accessible to more than 80% of our students. Because of our assessment process we are able to diagnose each student's ability level and begin instruction with the appropriate lesson.

In addition, we offer other electives for low performing students such as: refresher math, consumer math, math essentials, and vocabulary building.

DHCPCS shall provide an alternative education program to students who have not had success in traditional, comprehensive schools and who became separated from the regular education program, and we will do the same for students. DHCPCS intends to demonstrate its ability to reconnect these students to the education process and to enable them to continue their education.

Counseling

The CDE independent study operations manual also stresses the importance of counseling. Counseling and guidance are especially important for "at risk" students because they may end up feeling forced to drop out of independent study because of continual personal problems. As a result, our program shall make every effort to recognize early warning signs and offer guidance or make referrals to in-house resources or to community resources.

DHCPCS is dedicated to a 350 to 1 student to counselor ratio. The counselors focus on the three domains for maximizing student potential: Academic Counseling, Social Emotional Counseling, and College and Career Guidance Counseling.

One of the greatest benefits of independent study to our "at risk" population is the increased self-esteem, as a by-product of the one-to-one teacher-student relationship and a relationship with the school counselor.

What does it mean to be an Educated Person in the 21st Century?

DHCPCS identifies an Educated Person in the 21st Century as one who is committed to life-long learning and has the basic tools that this requires.

If students are going to understand themselves and the larger community and advance in the 21st Century marketplace, we are committed to assist them to:

- Develop clear and effective reading, writing, and oral communication skills;
- Master the fundamentals such as reading, writing, mathematics, science, and social studies;
- Acquire a strong foundation in mathematical reasoning skills;

- Develop strong technological skills;
- Develop character and the ability to respect the differences that arise in a multi-cultural community;
- Learn about the cultural, economic, geographical, political, and technological forces which have impacted their community, country, and the world;
- Acquire knowledge and skills in the sciences and the ability to conduct inquiries using the scientific method and problem-solving skills;
- Find, select, evaluate, organize, and use information from various sources;
- Participate in the creation of and developing an informed appreciation of the arts;
- Acquire knowledge of pertinent health issues and the development of physical fitness;
- Develop self-motivation and confidence to successfully accomplish multiple responsibilities and challenges that are faced daily;
- Recognize the importance of personal responsibility and respect for others;
- Accept challenges and utilize opportunities; and
- Learn more about themselves and demonstrate critical decision-making skills necessary to be a responsible citizen.

DHCPCS believes that students must be ready to work with others from diverse backgrounds, adapt to changes and lead others through transformational processes. An educated person needs to explore and appreciate her/his creative potential, and be a strong supporter of the community, using the power of the individual to improve everyone's quality of life.

How Learning Best Occurs

Students, parents, and educators form a partnership that is the foundation at DHCPCS. We believe that learning best occurs when students are enthralled and engrossed by the studies they find themselves involved in and are supported by parents and teachers' high expectations and involvement. At DHCPCS, the major focus is on teaching for meaning – gearing reading instruction to comprehension, writing instruction to composing extended text, and mathematics instruction to conceptual understanding and problem-solving.

By integrating the following strategies into our educational program, we believe we can allow all students to grow to their maximum potential, and foster in them a lifetime love of learning:

- a. **High Expectations to Produce High Achieving Students.** Studies have shown that students' achievement has increased when parents and teachers have high expectations. At DHCPCS, we focus on students' goals and treat student-initiated plans for growth as completely as achievable by the student with proper planning, skill development, and support. We offer a challenging curriculum based on the state standards.
- b. **Personalized Learning within a Supportive Environment.** Students are given the opportunity to drive their educational process, as well as, encouraged to broaden their areas of interest. Studies show that optimal learning takes place in one-on-one supportive learning environments. Students can move ahead if doing well, or concentrate longer on challenging areas in order to master concepts. In essence, each student is allowed to learn at his/her own pace but pushed to their utmost potential.
- c. **Integration of Computer Technology into the Learning and Project Environment.** DHCPCS considers technology a "power tool for learning." Our vision is students and educators using technology for many learning tasks. A well-designed technological infrastructure helps create a model 21st-Century learning environment, encouraging students to learn efficiently in order to prepare to be a part of a technological-based workforce.
- d. **Technology is used in a variety of disciplines.** The creative process is reinforced through the students' use in development of interactive electronic media to complete and submit project assignments. Multimedia helps facilitate learning that is tailored to individual learning styles, taking advantage of the differing "multiple intelligences" of all students.
- e. **Fair and Credible Evaluations.** DHCPCS uses pre-assessment testing to evaluate all incoming students and regularly reassess. Tests, exams and classroom assignments shall align to measure the student's achievement of Statewide Standards.
- f. **Recognition of Accomplishments.** Students need to be motivated by regularly recognizing their accomplishments. Listed below are some ways in which recognition is given:
- Positive telephone calls are made to a parent or guardian
 - Positive notes are sent to a parent or guardian
 - Certificates and coupons are given to students
 - Frequent praise and positive comments made by teachers and other school employees
- g. **Academic Rigor in a Thinking Curriculum.** Thinking and problem solving are the "new basics" of the 21st Century. In every subject, at every grade level, instruction and learning include commitment to a knowledge core, high thinking demand and active use of knowledge.
- h. **Self-Management of Learning.** The Personalized Learning program allows students to maintain their own time schedule. All students can manage their own learning by

evaluating feedback they get from teachers and others. Students can bring their own background knowledge to bear on learning difficulties and judge their progress toward a learning goal.

- i. **Learning as Apprenticeship.** By providing students with real-life experiences, mentoring and coaching, students can acquire complex interdisciplinary knowledge, practical abilities, and appropriate forms of social behavior. A vocational program will teach students practical skills and a strong sense of responsibility, while providing value to the people and property of the community. DHPCPS works closely with various community and business organizations to provide practical opportunities to the student.
- j. **Parental/Guardian Involvement.** Taking into consideration the high risk population of DHPCPS, DHPCPS is committed to making all efforts to engage guardians and families in the learning and decision-making process of their student's education. Guardians and families receive newsletters, open house notifications and are encouraged to meet the teachers.

Pupils Become Self-motivated, Competent, and Lifelong Learners

It is the goal of DHPCPS that its students will develop skills that will enable them to pursue their own path of learning throughout their adult lives in becoming self-motivated, competent, and lifelong learners, including the following **California State Standards** and enrichments:

Study Skills

- Proficient study skills and habits including note-taking, library research skills, and studying strategies
- Ability to reflect and evaluate one's own and other's learning
- Ability to plan, initiate, and complete a project, including goal-setting and self-assessment

Cognitive Processing Abilities

- Ability to use complex and critical thinking skills
- Ability to identify, access, integrate and use available resources and information
- Ability to articulate their thought processes

Technology

- Utilize skills from a variety of technological sources for the purpose of research, analysis, communication, organization, and self-expression
- Utilize computers and commonly used software applications
- Utilize Vocational Education Programs

Foreign Language Skills

- Develop a foundation in a language other than English
- Develop a knowledge and understanding of other cultures
- Ability to function with people from other cultures or to participate in multilingual communities

Visual and Performing Art Skills and Appreciation

- Develop skills to express ideas and emotions through participation in various forms of the visual and performing arts which may include chorus, dance, the two and three dimensional arts and applied arts

Health Science/Physical Fitness

- Knowledge of pertinent issues of health, safety, and development of behaviors that are a foundation of lifelong healthy living
- Engage in physical activity to develop strength, agility, and coordination
- Maintain a healthy diet that will contribute to wellness and disease prevention

Social/Interpersonal Skills

- Ability to make responsible decisions, build self-esteem, and be a productive member of an increasingly diverse and technological society
- Ability to communicate clearly through oral, written, visual and other forms of expression
- Ability to engage in responsible, compassionate peer relationships
- Ability to collaborate and work effectively with others in cooperative groups

Increased Student Achievement is Accomplished, Using the Following Strategies

Increased achievement by our students will be accomplished by many of the following strategies:

- a. Diagnostic assessment at enrollment;
- b. Appropriate placement in subject areas that will offer the greatest possibility for success;
- c. Allowing the student additional time to complete an assignment and to work at his/her own pace;
- d. Truly individualized instruction;
- e. Arranging for regularly scheduled appointments with a tutor;
- f. Increased teacher availability through more time with the teacher by additional appointments, and contact by phone and e-mail;
- g. Individualized computer assisted instruction;
- h. Assignment to our own math lab;
- i. Assigning the student to take remedial classes if he/she is functioning below 6.9 grade level;
- j. Individualized counseling with the parents; and
- k. When reinstating students the administrators stress that remediation will be the key to consistent progress toward graduation.

Basic Learning Environment

DHCPCS offers independent study, one-to-one instructional methods from the basic design of the learning environment.

The rapport established between the Supervising Teacher and the student in independent study encourages effective communication uncluttered by the traditional classroom environment of multiple students. Many students find that the comprehensive school model of multiple period, multi-student environments to be not conducive to their instructional needs. Instruction, delivered by one teacher as opposed to six or more teachers, creates a more effective, intensive, and supportive setting. The student benefits from the individual attention and personalized teaching methods.

DHCPCS's regular program of study that all students experience is one where students are offered a year-round independent study program in which they take one to two classes at a time. Students meet with a credentialed teacher for weekly (minimum) one-on-one appointments that are at least one hour per meeting. The instruction is tailored to the student's individual learning needs.

Instruction primarily takes place in one large, communal teaching area. Teacher desks are arranged around the perimeter of the learning center of what is referred to as the "learning" area. Student desks are located in the middle of the classroom area.

At DHCPCS, every teacher is assigned a caseload of students for whom they act as "supervising teacher." Supervising teachers are responsible for guiding their students through the educational program by mentoring, encouraging, motivating, creating Academic Plans, assigning courses, entering grades, communicating with parents, and tracking student progress.

Every teacher is qualified in at least one core content area. At DHCPCS, the core content areas are English Language Arts, Mathematics, Science and Social Science. All students have access to a qualified teacher in all content areas at all times. When a student needs instruction in a core content area not taught by his or her supervising teacher, that student is temporarily assigned to work with another teacher who is qualified in that content area. DHCPCS also provides Small Group Instruction (SGI) in various subjects as needed including Literacy/Read 180, math courses, foreign language, fine arts, and CTE/Career Preparation. SGI classes are taught by qualified teachers and allow for the advantages of focused and paced instruction along with safety and peer collaboration of a small group environment.

DHCPCS believes that when teachers act both as academic counselors and as mentors they can help students fulfill the Student Learner Outcomes (SLOs).

The school year is divided into two semesters, which include summer instruction. Each semester is further divided into learning periods (LPs). Each LP is between 15 to 20 days long. During each LP, students are expected to turn in a specified number of credits of work and take tests on those credits. The average student completes between 4 to 8 credits per learning period, depending on their abilities, their academic plan and motivation.

Students typically take one core subject plus one elective at a time and are expected to complete 1 to 2 credits per week. Students complete a summative assessment over the assigned area of work and must demonstrate a minimum level of mastery with a grade of 60% or better to earn a credit. Failed credits are re-assigned to students until a passing grade is achieved. Tutoring support is encouraged and offered when a non-passing credit is earned. Typically, students complete their work both at home and at the center.

All students are introduced to their educational program at DHPCPS with a required orientation designed to acquaint them with the school's processes and expectations. Each new student receives a handbook and completes an introductory elective course, called Academic Exploration. This course introduces students to school rules, time management, study skills, basic English and math concepts, and career planning. Academic Exploration is a five-credit course that takes the average student approximately three weeks to complete. Upon enrollment, students complete a reading, math, and language arts assessment online via Northwest Evaluation Association (NWEA), which provides the teacher with a baseline measure of student performance. This information allows the teacher to place the student in appropriate courses and adjust instruction to address student needs.

Once Academic Exploration is completed, the supervising teacher uses a combination of previous school transcripts and the NWEA assessment to put the student in an appropriate and necessary core course and often pairs that with an elective course. By focusing on one core course at a time, many students experience greater success in each course.

Teachers are constantly reviewing each student's levels of academic achievement through the regular recording of detailed learning records (student file), compiling student work samples, and conducting annual state-mandated tests/testing programs.

F. CURRICULUM

DHPCPS is committed to ensuring each student has the foundational skills necessary for learning, enabling them to understand and comprehend phonics, grammar, spelling, science, and math. Reading, writing, computation, critical thinking, problem solving, reasoning, and communication are among the academic skills and qualities that are important for an educated person to function and contribute to society. For example, students who complete our program will have achieved strong skills in reading, math, English grammar, speech, and self-discipline. They will also have received a solid common knowledge of American and world history, geography, literature, the sciences, and the fine arts.

Students complete challenging assignments that are aligned with the state standards. Assignments and equivalent shall include: a minimum of 20 to 25 hours of homework per week, including reading, writing, application of course objectives, vocabulary development, project completion, math assignments, and testing preparation. Students shall be required to take advantage of DHPCPS's proactive tutoring program. The tutoring program is offered at no cost to all students K-12 and with no appointments necessary. Qualified tutors are available at DHPCPS and at the Resource Center(s) for the purpose of assisting students with their studies. For the students who are struggling and who may not be taking advantage of the tutoring program, an evaluation may

be made by DHCPCS as to whether or not the student is appropriately placed. DHCPCS personnel will work with the student and the parent to understand the importance of the tutoring requirement.

All curricular instructional materials used by DHCPCS teachers, parents and students are Charter School Board-adopted and meet all applicable State Standards. Instructional materials and curriculum may be added or changed based on the needs of students and as determined by DHCPCS.

Instructional materials may also change due to changes in education code.

Independent Study/Home Study 9-12

DHCPCS currently implements a curriculum that specifically meets the needs of students. At a minimum, DHCPCS shall offer the following core classes for its 9-12 students: English, World History, U.S. History, Civics, Economics, Math, Health, Physical Science, and Life Science. DHCPCS shall also offer instruction in the Visual/Performing Arts, Foreign Language, Physical Education and Technology. Many of these courses also meet A-G requirements.

SchoolPathways offers unparalleled support for California State adopted curriculum. This program provides instant access to on-line lesson plans for Independent Study/Home Study teachers. The full spectrum of coursework is available that meets state standards. The lessons for Basic Math Skills and Algebra are written with a high interest for students with a low reading level.

Home Study K-8

The current curriculum used for K-8 is a textbook curriculum developed by well-known publishers specifically for California. The following is a sample list of the K-8 Instructional Materials:

Reading/Language Arts

Houghton-Mifflin; Kindergarten through Grade 6
McDougal-Lattell; Grades 7th through 8th

Mathematics

Houghton-Mifflin; Kindergarten through Grade 6
Prentice Hall; Grades 7th through 8th

Science

McMillan, McGraw-Hill; Kindergarten through Grade 6
Holt; Grades 7th through 8th

Social Studies

Harcourt; Kindergarten through Grade 3
Houghton-Mifflin; Grades 4th through 8th

Physical Education

An array of activities will be introduced to meet and exceed the required minutes.

Virtual Learning Program, K-12

The Virtual Learning Curricular Instructional Materials used by DHCPCS teachers, parents and students meet all applicable State Standards. The Virtual Learning program uses the various curriculum and a mastery-based virtual curriculum, which is in compliance with all California State Standards. Responsible adults play the role of academic coaches who guide students through the instructional program on a daily basis, conduct the lessons and help ensure that students are learning. They, along with the student, access school lessons and lesson assessments, enter attendance, and monitor academic progress using their computer. Students engage in interactive, instruction - certificated teachers assign lessons, manage the student portfolio, evaluate student work, answer technical and curriculum questions as they arise and monitor and record student progress/attendance.

Mastery of Technology

The goal of DHCPCS is to educate all students so that they can participate fully in the new information age. We are committed to provide a learning environment that promotes logical thinking, curiosity, worldwide awareness, and self-directed, independent learning.

Teachers are trained to integrate technology into the curriculum and students will also be trained to use the technology. While emphasizing the integration of educational technology into the curriculum to encourage the advancement of knowledge through technology and computers, course material accommodates different learning styles and skill levels within the four core subject areas.

G. IMPLEMENTATION

Based upon decades of learning research and numerous reform documents such as Aiming High, Project-Based Learning Guide/Handbook School Improvement Research Series, Classroom Instruction that Works and Backwards Planning and Teaching for Enduring Understanding, DHCPCS believes that learning best occurs when schools create optimal teaching and learning environments that are organized around the following principles:

- **Standards-Based Instruction (Aiming High Toolkit-CDE)**

In a standards-based educational system, core academic learning such as reading, writing, listening, and speaking can no longer be consigned to the English teacher and all mathematical reasoning to the Mathematics teacher. At DHCPCS, core academic competencies are taught across the curriculum so that students have multiple opportunities to master academic content standards and apply those standards in a wide variety of contexts including their career/technical and fine arts courses. Even though this is a Personalized Learning study program, each teacher addresses core academic competencies in lesson plans.

In standards-based instruction, the teacher selects and analyzes the standard(s) to be met. This is followed by designing or selecting of an assessment through which students can demonstrate standard(s) mastery. If not given, the desired performance level is identified by the teacher. Next, what the students must know or be able to perform well on the assessment, is identified by the teacher. The teacher plans and delivers the lessons, providing all students with adequate opportunities to learn and practice the necessary skills. Finally, the students are assessed, results examined and plans are made for further instruction or additional individual support, if needed.

- **Project-Based Instruction (Project-Based Learning Guide, San Mateo County Office of Education, and Buck Institute for Education (BIE Handbook)**

Projects link the curriculum content with students' real world experiences, making learning more relevant and valuable to their lives outside of school. Research on project- and problem-based learning indicates the importance of connections between the curriculum and the "world beyond texts." Students engaged in projects that are relevant to their lives tend to learn more quickly and are more motivated to learn.

- **Integrated Curriculum (School Improvement Research Series, (SIRS) sponsored by U.S. Dept. of Education)**

Shoemaker in his study, *Integrated Education; A Curriculum for the 21st Century* (1989), defined integrated curriculum as "Education that is organized in such a way that it cuts across subject-matter lines, bringing together various aspects of the curriculum into meaningful association to focus upon broad areas of study," (pg. 5). The textbooks utilized at DHCPCS are State approved and aligned to the state standards. The Holt Language and Literature (2007) series include assignments that integrate disciplines. For example, an assignment from a reading selection, involves art, social studies, and science concepts.

- **Differentiated Instruction**

Differentiated instruction is not a recipe for teaching or an instructional strategy. It is a way of teaching and learning. For example:

- Content is presented that is related to broad-based issues, themes, or problems;
- Multiple disciplines are integrated into the area of study, along with higher-level thinking and basic skills;
- Comprehensive, related and mutually reinforcing experiences are presented within an area of study; and
- Student outcomes are evaluated by using appropriate and specific criteria through self-appraisal, criterion-referenced and or standardized instruments.

At DHCPCS, we understand that there is no easy answer in helping students become high achievers. There is no silver bullet, no one-shot training, no canned curriculum, and no proven formula. Nevertheless, we also recognize that there is a vast amount of research that reveals one dominant theme for a successful school: one-to-one contact between student and teacher with an intense focus on “high academic expectations” for students. We combine this focus with:

- The extensive use of State Standards to design curriculum and instruction, assess student work, and evaluate teachers;
- Increased instructional time (tutoring) in reading and math in order to help students succeed;
- Tutoring is done at the Resource Center at a separate time from normal instruction and is provided by school staff personnel;
- The implementation of comprehensive systems to monitor individual student progress and provide extra support to students as soon as needed;
- Parents are encouraged to help their student(s) meet standards;
- Instruction based on the unique needs and learning styles of each student;
- Active, hands-on experiential learning experiences that encourage the student’s construction of knowledge;
- Simulations of real world problems to develop application skills;
- Supplementary support programs to ensure mastery of foundation skills for students exhibiting learning difficulties;
- Interdisciplinary teaching integrated with basic skills instruction;
- Interactive teaching that promotes student involvement;
- Activities that are sensitive to and respectful of cultural and linguistic diversity; and
- Experiences that foster exploration and inquiry and promote the development of higher order abilities such as thinking, reasoning, problem-solving, and decision-making.

All instructional methods are student-centered and research-based with students being diagnosed in relation to their previous learning. Students most successfully progress by building on their own knowledge base. Proven practices are integrated into a meaningful, replicable education experience that allows students to succeed in the learning process.

Various Instructional strategies (including Marzano and McTighe) considered are:

- One-to-one instruction
- Modeling and guided practice
- SDAIE strategies-visuals
- Use of Bloom's Taxonomy
- Identifying similarities and differences
- Summarizing and note-taking
- Reinforcing work and providing recognition
- Setting objectives and providing feedback
- Repeating concepts
- Rephrasing and reviewing content
- Aims, Goals, and Objectives: helping students understand their style of learning and plans ways to improve study habits
- Analyzing perspectives; synthesis and evaluation
- Anticipation guide
- Application teaching
- Use of graphic organizers
- Projects
- Presentations
- Portfolios
- Artistic Expression
- Incorporate technology in the lessons

School Year, Number of School Days and Instructional Minutes

School days will be a minimum of 175 days; however, DHCPSC may extend the number of school days. The number of instructional minutes will be commensurate with the number of instructional minutes required by the State.

DHCPSC currently require a student to attend a minimum of one hour of instruction weekly. Each unit of assigned work consists of 20-25 hours of homework for an average student.

Attendance Expectations and Requirements

It is the goal of DHCPSC to strive, on average, to achieve at least 85 percent student attendance. High school students at Diego Hills Central Public Charter School are expected to attend regular progress meetings.

Students are also expected to:

- Interact positively in the education process.
- Interact appropriately with staff and peers.
- Complete the body of work that has been determined for them by their teacher each week.
- Present this body of work at regularly scheduled meetings.
- Keep a weekly/monthly work log that will be turned in during the regular schedule meeting.

Grading Scale

The teacher evaluates the study assignment, and after successfully completing the unit the teachers assigns a unit test or some other appropriate assessment. The test shall be completed for a

percentage grade. DHCPCS shall utilize the following grading scale:

- A = 100% to 90%
- B = 89% to 80%
- C = 79% to 70%
- D = 69 to 60%
- F = 59% and below

When a student passes a unit test with a 60 percent grade or better, the student receives one unit of credit.

Student Retention Support

Knowing the hardships many alternative education students face, DHCPCS hires and trains Student Retention Support Providers. These individuals quickly identify absentee and truancy issues and work with the families in providing intervention in overcoming perceived or actual barriers to attendance. The Student Retention Support Providers are responsible for communicating with students and families when absenteeism is a problem. Their interventions include home visits, parent conferences, AIM meetings (Attendance Intervention Meetings), and more intensive Student Support Meetings.

H. TRANSFERABILITY OF COURSES/COLLEGE ENTRANCE REQUIREMENTS

DHCPCS seeks to work with each of the school districts in which students may be re-enrolling to agree upon the transfer of credit back to the district. DHCPCS wants each school district to feel confident that credit earned at DHCPCS is equivalent in its representation of subject mastery prior to transfer. DHCPCS is eager to work with each school district to best meld its practices to meet those of the district' for the benefit of the student.

Planning for graduation begins early and includes the faculty, the parent or guardian (for students under the age of 18), and the student. The parent and student will want to consider future educational or employment plans, and will want to consider the various choices available to them and make a decision about how the student will meet graduation requirements based on individual goals and needs. As such, all students and parents are provided with information about the transferability of academic credit to other public high schools and the eligibility of courses to meet college entrance requirements at the time of enrollment. This is done in a counseling session and through distribution of printed material. DHCPCS staff meets with parents and students in the enrollment process to determine the courses necessary. Based upon entering diagnostic assessments, the parents and student will identify whether or not the student has demonstrated skills and aptitude necessary for a course load that would meet college requirements for the course of study the student chooses to pursue. Appropriate education interventions will be provided.

I. TRANSITION OUT OF THE CHARTER SCHOOL

We recognize the critical nature of the student transitioning into a traditional educational program. For those students under the age of 18, we, along with the school districts in which the student originated, are eager to transition them back into the traditional school district when they are ready. DHCPCS works closely with the school district of residence to ensure the successful transition of any student returning to the traditional school district.

J. GRADUATION

The credentialed school administrators in conjunction with credentialed teachers make the necessary determination as to whether a student has earned a diploma based upon the DHCPCS's adopted graduation requirements.

K. ANNUAL GOALS AND ACTIONS TO ACHIEVE THE EIGHT STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(A)(ii), following are DHCPCS's annual goals to be achieved in the state priorities school wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals. DHCPCS's goals, actions and outcomes are also described in its LCAP, which is attached here as **Exhibit A**.

School Climate

- DHCPCS's goal for school climate is to study pupil suspension and expulsion rates creating better understanding of what measures work and to annually receive feedback from parents and students on their thoughts and opinions about the school.

Conditions of Learning

- DHCPCS will utilize 100 percent standards aligned curriculum upon opening and each year thereafter.
- DHCPCS will maintain safe and adequate facilities appropriate for the educational needs of students.
- DHCPCS will conduct an annual survey that asks for student opinions on the safety and cleanliness of each learning facility.
- DHCPCS will have a complete offering of A-G courses upon opening and each year thereafter.

Pupil Outcomes

- DHCPCS will hire personnel as needed to support additional tutoring in math and English, etc.
- DHCPCS will hire, contract or develop a comprehensive career technical education program.

Engagement

- DHCPCS will seek to increase parent engagement through parent outreach.
- DHCPCS will study suspensions and expulsions and update its existing suspension and expulsion policy based on those findings.

- DHCPCS will conduct an annual survey of students and parents containing questions about feelings on school safety, school connectedness, possible improvements or changes to the program. DHCPCS leadership will annually study this survey and implement changes based on the result and include new annual goals in its Local Control and Accountability Plan based on student responses.

Local Control Accountability Plan (“LCAP”)

DHCPCS will annually produce a Local Control Accountability Plan (“LCAP”) and LCAP update using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. DHCPCS reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. DHCPCS shall submit the LCAP update to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

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

L. DHCPCS’S PROGRAM FOR ACADEMICALLY LOW ACHIEVING STUDENTS

DHCPCS is a well-designed personalized learning environment for all students including at-risk students. Based on solid research, we use Personalized Learning and focus on student assets (including their backgrounds and prior experiences), varied teaching strategies, and meaningful learning one-on-one setting. Also of critical importance to each student’s success is the school’s emphasis on high expectations for all students.

DHCPCS is aware that some students enrolling in the school will require remedial coursework in core academic areas in order to move them into grade-level work. We use several methods to accomplish this task, including the use of Performance Series Testing & Assessment. Every student who enrolls in DHCPCS is administered a diagnostic assessment in Math, and Reading. One test identifies those with low reading skills. Once identified as a low-performing student, they are eligible to participate in a remedial reading program. The second assessment identifies the student’s ability levels in Math and Language. This assessment is repeated every semester to monitor the student’s growth. All students are assessed at the end of each course to measure growth. If growth is not apparent or is marginal, then further remediation is prescribed before the student continues on in that subject area. Students are reassessed each semester to determine a student’s growth and skills and providing appropriate lesson modification.

Students also can participate in scheduled tutorial and enrichment activities during the school day. For the students who are struggling and who may not be taking advantage of the tutoring program, an evaluation may be made by DHCPCS as to whether or not the student is appropriately placed. DHCPCS personnel work with the student to understand the importance of the tutoring requirement and the advantage of participation the School’s proactive tutoring program.

Supplemental instruction utilizing selected curriculum is provided for those students performing well below their achievement level. For those low performing students the school utilizes selected

curriculum including many of the following; a closely graded math curriculum, which includes courses in Basic Math Skills, Pre-Algebra, Algebra I, Geometry, Algebra II, Language Arts, History, Geography and Sciences. In addition, DHCPCS offers other electives for low performing students such as: refresher math, consumer math, math essentials, beginning art, vocabulary building, and spelling. This curriculum uses supplemental materials from a variety of sources, developed around a format of low level, high interest. This makes it accessible to more than 80% of our students. Our assessment system is an ongoing program using weekly subject testing and one-on-one interviewing. This allows DHCPCS to diagnose each student's ability level and begin instruction with the appropriate lesson.

When students are demonstrating continuing difficulties, the school may utilize Student Study Teams (SST) to determine if specific interventions are necessary. At times, formal services may be determined, as per the directive of an IEP or a Section 504.

Our twelve SST meeting steps might include:

1. Team members introduce themselves and their roles.
2. Purpose and process of the meeting are stated.
3. Timekeeper is appointed.
4. Strengths are identified.
5. Concerns are discussed clarified, and listed.
6. Pertinent information and modifications are listed.
7. Concerns are synthesized; one or two are chosen for focus.
8. Strategies to deal with are chosen; concerns are brainstormed.
9. Team chooses best strategies to carry into actions.
10. Individuals make commitments to actions.
11. Person responsible, and timelines for actions are records.
12. Follow-up date is set.

After implementation of a SST plan and follow up, if the problem continues, revisions to the plan may be discussed, or if necessary, a referral for special education assessment might be deemed necessary by the SST.

The following intervention strategies are utilized by DHCPCS:

1. A contract is made with the student and parent.
2. A letter of concern is sent to the student and parent.
3. A scheduled appointment to visit the teacher/counselor and administrator where concerns can be discussed and addressed.
4. Students are placed on academic probation. DHCPCS revokes work permits until schoolwork is deemed satisfactory.
5. Educational options are reviewed with the student, including the option to return to the traditional classroom instructional program.
6. If the student is returning to the traditional school district, DHCPCS will work with the school district to ensure that a successful transition can be made. These efforts would

include joint meetings with counselors at both programs and the student, telephone contacts with the district and written contacts with the district.

A written record of the above intervention steps and evaluations shall be maintained in the student's permanent record.

M. DHCPCS'S PROGRAM FOR ACADEMICALLY HIGH ACHIEVING STUDENTS

The educators create a high achieving learning environment for all students, where the most advanced curricular and instructional techniques combine to support learning. In our high-achieving learning environment, we engage students in complex problem-solving and exploring ideas and issues, and learning activities that draw on students' cultures, experiences, and knowledge. At-risk students, in particular, benefit from this type of environment that engages them in authentic tasks and offer them significant opportunities to develop knowledge.

High achieving students are identified using the Ed-Performance on-line assessment (or other assessment tests that become available) and are assigned courses that are a pre-requisite for college. Accommodations are made to students wishing to take the PSAT, SAT and AP tests along with academic support to perform well on these tests. Students may also participate concurrently in classes at the local community college.

N. PLAN FOR SERVING STUDENTS WITH DISABILITIES

Overview

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

DHCPCS shall be its own local educational agency ("LEA") and shall apply directly for membership in the El Dorado County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). Upon acceptance in the SELPA, DHCPCS will provide the District evidence of membership. DHCPCS's application and acceptance as an independent LEA member of a SELPA shall not be considered a material revision to this charter. As an LEA member of the SELPA, DHCPCS will receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

DHCPCS shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

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

private agencies or independent contractors or vendors certified with the State of California as Non-Public Agencies (NPA).

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

Section 504 of the Rehabilitation Act

DHCPCS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of DHCPCS. Any student, who has an objectively identified disability which substantially limits a major life activity such as learning, is eligible for accommodation by DHCPCS.

A school administrator shall assemble a 504 team that include qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options and the legal requirements for least restrictive environment. 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, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who 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 intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and noticed 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 special education assessment 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 is responsible for determining what, if any, accommodations are needed to ensure that the student

receives the free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team considers all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School’s professional staff. The parent or guardian shall be invited to participate in 504 team meetings where program modifications for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan describes the Section 504 disability and any program modification that may be necessary.

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

Individuals with Disabilities Education Act (“IDEA”)

The following description regarding how special education and related services will be provided and funded is being proposed by DHCPCS for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of DHCPCS and the SELPA. A copy of the MOU will be presented to the District upon execution.

DHCPCS shall function as a local educational agency for purposes of providing special education instruction and related services under the IDEA pursuant to Education Code Section 47641(a) and shall receive state and federal revenues directly. DHCPCS plans to be a member of the El Dorado County Charter Special Education Local Plan Area (“SELPA”).

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

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

Special education instruction and related services shall be provided internally by appropriately credentialed staff. All required itinerant special education services not provided by appropriately credentialed will be provided by California certified Non-Public Agencies (NPA).

Staffing

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

DHCPCS will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. DHCPCS shall ensure that all special education staff hired or contracted by DHCPCS is qualified pursuant to SELPA policies, as well as meet all legal requirements. DHCPCS shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

DHCPCS shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. DHCPCS will adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

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

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

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. DHCPCS will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. DHCPCS shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

DHCPCS shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. DHCPCS shall be responsible for having the following individuals in attendance at the IEP meetings: the school administrator and/or DHCPCS designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at DHCPCS and/or about the student. DHCPCS shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

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

IEP Implementation

DHCPCS shall be responsible for all school site implementation of the IEP. As part of this responsibility, DHCPCS 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 DHCPCS’s non-special education students. DHCPCS shall also provide all home-school coordination and information exchange. DHCPCS shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

DHCPCS shall comply with Education Code Section 56325 with regard to students transferring into DHCPCS within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in DHCPCS from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, DHCPCS shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time 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 DHCPCS from a district operated program under the same special education local plan area of DHCPCS within the same academic year, DHCPCS shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and DHCPCS agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to DHCPCS with an IEP from outside of California during the same academic year, DHCPCS shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until DHCPCS 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 DHCPCS, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Parent/Guardian Concerns and Complaints

DHCPCS shall adopt policies for responding to parental concerns or complaints related to special education services. DHCPCS shall receive any concerns raised by parents/guardians regarding related services and rights.

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

Due Process Hearings

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

SELPA Representation

DHCPCS shall represent itself at all SELPA meetings.

Funding

DHCPCS shall be subject to the allocation plan of the SELPA and receive Special Education funds directly from the El Dorado County Charter SELPA.

Plan for English Learners

DHCPCS meets all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. DHCPCS implemented policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Identification of English Learners Students and English Language Development (ELD) Program

DHCPCS administers the home language survey upon a student’s initial enrollment into DHCPCS. All students who indicate that their home language is other than English will be assessed with the CELDT/ELPAC within 30 days of initial enrollment and at least annually thereafter between February 1 and May 31 until re-designated fluent English proficient. DHCPCS will notify all parents of its responsibility for CELDT/ELPAC testing and of test results within 30 days of testing. The CELDT/ELPAC is used to fulfill applicable requirements under the Elementary and Secondary Education Act, as reauthorized by the Every Student Succeeds Act, for annual English proficiency testing. All EL students take California required assessments with legally appropriate accommodations along with other eligible students.

DHCPCS provides services for EL students that include language development and access to core curriculum which conforms to the California Department of Education’s State Program for English Language Development.

The major goals for EL students at DHCPCS are to develop proficiency in English and in the core curriculum as rapidly and effectively as possible with curriculum designed for such students.

At DHCPCS, English Learners take English Language Development classes that correspond to the ELD levels. ELD state standards are addressed through our ELD curriculum as follows: the foundation for meeting the state English Language Arts standards is the ability to participate in grade level instruction in English. The California ELD Standards describe the pathway for EL students to achieve this goal. As students acquire high levels of English fluency, ELD and ELA standards merge. English language development and grade level achievement become one at the advance ELD levels. Students will continue to receive ELD until reclassification and continue to have access to standards-based core curriculum.

The goal for EL students receiving special education services is to make substantial progress toward achievement of their individualized education program’s academic goals.

At the time of enrollment, all parents complete a Home Language Survey (HLS) which is used to determine the primary language of the student and is on file for each student at the school site in their cumulative folder and in the student’s ELD folder. The HLS is available in English, Spanish, Hmong, and Arabic. All students, including English-Only students, must have a completed HLS on file and includes the parents’ signature and date. The school will seek further translations of forms as required.

If the responses on the HLS indicate a language other than English, or school records indicate the student is an DHCPCS student, the student is assessed in English vocabulary, grammar, reading, comprehension, and writing, when there is an absence of supporting documentation from the student's previous school of attendance. The results of these assessments enable site personnel to determine the English language proficiency level of the student. If the DHCPCS staff has a reasonable suspicion that the HLS survey is completed incorrectly or there may actually be a home language other than English present (e.g. the parent speaks to the child in a language other than English) the school must continue with identification process.

Students with less than reasonable fluency in English may be provided with instruction in one of five different types of instructional strategies.

EL students receive instructional services from qualified staff appropriate to their ELD needs. Placement for students in DHCPCS is:

	New to Country	Beginning	Early Intermediate	Intermediate	Early Advanced	Advanced
Course Options	ELD Fundamentals A/B	ELD I A/B	ELD II A/B	ELD III A/B	ELD III A/B	ELD IV A/B
Course Options	System 44 I 1A/B	System 44 I 1A/B	Read180 I A/B	English 9 - 12 A/B Intensive	ELD IV A/B	Conventional English
Course Options	System 44 I 2A	System 44 I 2A			English 9 - 12 A/B Intensive	English 9 - 12 A/B Intensive
Course Options	System 44 II 1A/B	System 44 II 1A/B				English 9-10
Services	Tutoring	Tutoring	Tutoring	Tutoring	Tutoring	Tutoring
Instructional Materials	ESL Reading Smart System 44	ESL Reading Smart System 44	Edge ESL Reading Smart Read 180	Edge ESL Reading Smart Read 180	Edge ESL Reading Smart Read 180	Edge ESL Reading Smart Read 180 HMH Collections

Education Program for English Learners

The Governing Board intends to provide EL students with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving DHCPCS's academic standards. DHCPCS's program are based on sound instructional theory and are adequately supported so that EL students can achieve results at the same academic level as their English-proficient peers in the regular course of study.

The Vice President of Student Services or designee maintains procedures which provide for the identification, assessment and placement of EL students and for their reclassification/re-designation based on criteria adopted by the Board and specified in administrative regulations.

To evaluate program effectiveness, the Vice President of Student Services or designee regularly examines program results, including reports of the EL students' academic achievement, their progress towards proficiency in English and the progress of students who have been reclassified/re-designated as fluent English proficient. The Vice President of Student Services or designee annually reports these findings to the Board and also provides the Board with regular reports from any school-wide English Learner Advisory Committees (ELAC Meetings).

Reclassification/Redesignation Criteria

The Charter school continues to provide additional and appropriate educational services to EL students for the purposes of overcoming language barriers until the EL students have:

1. Demonstrated English language proficiency comparable to that of the District's average native English language speakers.
2. Recovered any academic deficits which may have been incurred in other areas of core curriculum as a result of language barriers.

English Learner students are reclassified/re-designated as fluent English proficient when they are able to comprehend, speak, read and write well enough to receive instruction in the mainstream program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the mainstream course of study.

The following measures are used to determine whether an EL student is reclassified/re-designated as fluent English proficient:

1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment the student's English reading and writing skills.

Criteria: Overall Score of Level 4 or 5 (Early Advanced or Advanced), Scores of 3 (Intermediate) or higher in Listening/Speaking, Reading and Writing domains.

2. Evaluation of certificated staff with direct responsibility for teaching or student course placement decisions. Objective data on the student's academic performance in English.

Criteria: Secondary Grade-Level Report with a grade of C or better in English or English Language Development

3. Parent/Guardian notification during a reclassification/redesignation.

Criteria: Parent notification

4. Comparison of performance in the basic skills, including performance on the Reading (MAP portion) of the Northwest Evaluation Association (NWEA).

The Vice President of Student Services or designee provides subsequent monitoring and support for reclassified/re-designated students, including but not limited to, monitoring the performance of reclassified/re-designated students in English language mainstream courses.

The Vice President of Student Services or designee developed a process to monitor the effectiveness of the district's program for EL students. The district's program is modified as needed to help ensure language and academic success for each EL student.

Monitoring and Evaluating the Core Program

The quality of our school's ELD program and student achievement is regularly monitored and assessed by review and analyzing data with the purpose of identifying areas for improvement.

ELD Intervention

When EL students are not making adequate progress toward mastery of ELD standards the teacher makes modifications to the course instruction to meet the student's learning needs. The student is also provided with extended learning opportunities and interventions such as:

- Tutoring
- Supplemental instruction
- Special counseling
- ELD Small Group Instruction (SGI)

Qualified Teachers

Each teacher providing specialized academic instruction for EL students at DHCPCS must meet one of the following specifications:

1. The teacher holds a teaching authorization issued by the Commission on Teacher Credentialing authorizing services for EL students.
2. Whenever the student's primary language is a vehicle of instruction, the teacher must have a bilingual, cross-cultural, language, and academic development (BCLAD), or comparable authorization.

ELEMENT (B): MEASURABLE STUDENT OUTCOMES

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

MEASURABLE PUPIL OUTCOMES: ALIGNMENT WITH THE EIGHT STATE PRIORITIES

Attached hereto as **Exhibit A** are the measurable pupil outcomes identified for use by DHPCPS, in accordance with Education Code section 47605(b)(5)(B), and which are aligned with the state priorities as described in Education Code section 52060(d). These outcomes address increases in pupil academic achievement both school wide and for all groups of pupils served by DHPCPS, as that term is defined in Education Code section 47607(a)(3)(B).

OTHER PUPIL OUTCOMES

Furthermore, DHPCPS shall pursue the following pupil outcomes:

- **State Standards:** DHPCPS is dedicated to documenting student achievement of the State Standards each year in its core subjects in the order in which students are presented with the courses.
- **State Standardized Testing:** Measurable growth each academic year, as evidenced by scores on the CAASPP exam.
- **Attendance:** It is the goal of DHPCPS to strive, on average, to achieve at least 85 percent student attendance.
- **State/Federal Accountability Measures:** Meet or exceed applicable state and federal accountability measures on an annual basis.

ELEMENT (C): METHODS OF ASSESSMENT AND OTHER USES OF DATA

Governing Law: The method by which pupil progress in meeting those pupil outcomes is 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. – California Education Code Section 47605(b)(5)(C)

DHCPCS shall meet all state standards and shall conduct all pupil assessments required pursuant to Education Code Sections 60605 and 60851 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. DHCPCS shall use multiple measures to accurately determine student achievement, including attendance records, the degree of participation of the student, the student's attitude about school, academic performance, state standards and assessments, student and parental feedback. The following is provided as a means to show pupil outcomes and corresponding methods that DHCPCS will use to monitor pupil progress in meeting those outcomes.

OUTCOME

METHOD(S) OF MEASUREMENT

State Standards

CAASPP, Internal and External Assessments, Teacher Records, Work Samples, Portfolios

85% Attendance

Student Attendance records as measured by the time value and contemporaneous learning records of student work.

State/Federal Accountability or ASAM indicators

California School Dashboard or ASAM responsive data.

A School Accountability Report Card (SARC) is developed annually by DHCPCS staff and is made available to all stakeholders and the public on the website.

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. – California Education Code Section 47605(b)(5)(D)

DHCPCS shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. DHCPCS shall not charge tuition and shall not discriminate on the basis of the characteristics listed in the 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 or association with an individual who has any of the aforementioned characteristics).

DHCPCS shall be operated by Diego Plus Education Corporation's Board of Directors, a 501(c)(3) non-profit public benefit corporation. Pursuant to Education Code Section 47604(c), the District in performing its oversight of DHCPCS as required by law, shall not be liable for the debts and obligations of DHCPCS or for claims arising from the performance of acts, errors, or omissions by DHCPCS, if the authority has complied with all oversight responsibilities required by law.

DHCPCS shall operate autonomously from the District with the exception of supervisory oversight and special education services as required by law. DHCPCS may, at its own choosing, utilize the services of a Charter Management Organization or Administrative and Educational service provider in its execution and operation of this charter.

A. BOARD OF DIRECTORS

DHCPCS shall be governed by Diego Plus Education Corporation Board of Directors, whose major roles and responsibilities include, but shall not be limited to: establishing and approving all major educational and operational policies, approving all major contracts, approving DHCPCS's annual budget, overseeing DHCPCS's fiscal affairs, meeting corporate requirements and selecting and evaluating the administrative staff.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee or designee of DHCPCS any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

B. ADMINISTRATION AND FACULTY TEAM

The Board will be supported by a qualified administrative team which will implement the provisions of this charter, the policies adopted by the Board, and day to day operations. The charter administrative team will report to the Board and will include a Principal and Assistant Principal, as well additional administrative positions as needed including but not limited to, Learning Center Coordinators, Student Relations Managers (compliance management), Lead

Teachers, and Instructional Specialists/Coaches. Resumes and Job Descriptions of administration are available upon request.

C. PARENT PARTICIPATION

DHCPCS shall facilitate the development of a parent committee made up of parents and guardians of the students of our school which act in an advisory capacity. The parent committee will be governed by bylaws adopted by the parents involved in the parent committee and shall set its own goals and mission statement.

DHCPCS shall promote a parent participation program. Parents will be encouraged to express their concerns, to visit our school and meet with the staff. To this end, DHCPCS shall distribute Parent Surveys to all parents requesting them to give their opinions on the progress of their student and encouraging them to express suggestions of how DHCPCS might improve its services. The responses shall be returned to DHCPCS and reviewed with faculty and administration in order to address any concerns.

To encourage additional parent involvement, DHCPCS shall at a minimum do the following:

1. Develop an ongoing list of extensive participation opportunities for parents with multiple options for dual working families.
2. Offer extra-curricular activities for both student and parent participation.

DHCPCS shall hold Open House(s) as an integral part of its continual effort to improve communication and increase the participation of parents and guardians in the instructional programs available.

ELEMENT (E): QUALIFICATIONS OF SCHOOL EMPLOYEES

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

All Employees

All staff must possess experience and skill appropriate for their position.

Employees are expected to conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism, with students, parents, prospective parents, coworkers and the community.

Attitudes are the most important facet of each employee's presentation of DHCPCS to the public. Employees must be courteous, tactful, and pleasant while in the course and scope of their employment. We strive to maintain a pleasant, efficient and fair work environment that fosters cooperation and understanding.

Administration

DHCPCS operates with an experienced Administrative Team. As noted in the previous section, resumes and job descriptions of administration are available upon request.

Teachers

DHCPCS adheres to Education Code Section 47605(l) requiring that all teachers hold appropriate California teaching certificates, permits, or other document equivalent to that which a teacher in other schools would be required to hold. Flexibility is granted only in accordance with Education Code Section 47605(l). All teachers employed by DHCPCS shall have California Teaching Credentials and that are published on the Commission on Teacher Credentialing website.

ELEMENT (F): HEALTH AND SAFETY

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

In order to provide safety for all students and staff, DHCPCS adopted and implemented full health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts. These policies shall be incorporated as appropriate into DHCPCS's student and staff handbooks and reviewed on an ongoing basis by a committee of the Board. These health and safety policies and procedures are made available to the District upon request.

The following is a summary of the health and safety policies of DHCPCS:

Procedures for Background Checks

DHCPCS shall comply with the provisions of Education Code Section 44237 and 45125.1 regarding the fingerprinting and background clearance of employees, volunteers and service providers prior to employment, volunteering, or contract services or any unsupervised contact with pupils of DHCPCS. New employees not possessing a valid California Teaching Credential must submit fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Human Resources Department monitors compliance with this policy. Volunteers who will volunteer outside of the direct supervision of a credentialed employee are fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All DHCPCS employees are designated as mandated child abuse reporters and will follow all applicable reporting laws. DHCPCS shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

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

Immunizations

DHCPCS shall adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

DHCPCS shall adhere to Education Code Section 49423 regarding administration of medication in school.

- **School Nurse**: DHCPCS shall have a school nurse or will contract for school nursing services as needed to assist in service areas and/or professional development. The school nurse or a school employee designated in the nursing plan will administer health services or medications.
- **Severe Allergic Reaction**: DHCPCS will be equipped with trained staff to administer treatment for any student experiencing a severe allergic reaction in compliance with Education Code Section 49414.
- **Nursing Plans**: Identified students with serious health issues or medical needs, such as epilepsy or serious food allergies, for example, will have a nursing plan. Either the nurse or trained staff members will be responsible for following the nursing plans in administering health needs. DHCPCS will ensure proper training occurs with any non-nursing staff designated in the nursing plans.

Vision, Hearing, and Scoliosis

Students shall be screened for vision, hearing and scoliosis. DHCPCS shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by DHCPCS.

Diabetes

DHCPCS shall provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7.

Suicide Prevention Policy

DHCPCS shall adopt a policy on student suicide prevention in accordance with Education Code Section 215.

Emergency Preparedness

DHCPCS adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook includes, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Blood Borne Pathogens

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

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

Drug Free/Smoke Free/Alcohol Free Environment

DHCPCS shall maintain a drug, alcohol and smoke free environment.

Health and Safety Policies and Procedures

All of the above Policies and Implementing Procedures shall be incorporated as appropriate into DHCPCS's student and staff handbooks. These shall be reviewed on an ongoing basis by a committee. DHCPCS will adhere to Occupational Safety and Health Administration rules and regulations in facility choice as well as a safety plan/disaster preparedness plan for students and staff.

Facility Safety

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

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

DHCPCS is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. DHCPCS shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at DHCPCS (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 DHCPCS's discrimination and harassment policies.

ELEMENT (G): RACIAL AND ETHNIC BALANCE

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

DHCPCS shall implement a student recruitment strategy that may include, but is not necessarily limited to, the following elements or strategies to attempt to achieve a racial and ethnic balance among students that is reflective of the general population residing within the territorial jurisdiction of the District and the communities in which its resource centers are located:

1. An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
2. The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District and the communities in which its resource centers are located, including Spanish language materials.
3. The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic and interest groups represented in the district and the communities in which its resource centers are located.
4. Ongoing outreach meetings.

ELEMENT (H): STUDENT ADMISSION REQUIREMENTS

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

ENROLLMENT POLICY

No test or assessment shall be administered to students prior to acceptance and enrollment into DHCPCS. DHCPCS shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools. DHCPCS shall be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Pursuant to Education Code Section 51747.3, all students who reside within San Diego County and adjacent counties, may attend DHCPCS subject only to capacity at each grade level.

APPLICATION PROCESS

The application process is comprised of the following:

- Completion of a Student Enrollment Form

ENROLLMENT PROCESS

After admission, students will be required to submit an enrollment packet, which shall include the following:

- Proof of Immunization
- Proof of withdrawal from previous school
- Home Language Survey
- Signed Cumulative Record Request
- Completion of Emergency Medical Card

PUBLIC RANDOM DRAWING

Applications are accepted during an open enrollment period from July 1 to June 30 for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In this event, DHCPCS will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed enrollment in the following school year.

Admission preference in the case of a public random drawing shall be allowed as follows:

1. Siblings of currently enrolled students.
2. Children of DHCPCS employees.
3. District residents.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the

lottery. This wait list will allow students the option of enrollment in the case of an opening during the school year. In no circumstance will a wait list carry over to the following school year.

ELEMENT (I): ANNUAL FINANCIAL AUDITS

Governing Law: The manner in which an annual, independent financial audit 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. – California Education Code Section 47605(b)(5)(I)

DHCPCS shall facilitate an annual independent audit of DHCPCS's financial affairs as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The selected auditor shall be on the list of approved auditors for educational audits compiled and maintained by the State Controller's Office.

The independent fiscal audit shall verify the accuracy of DHCPCS's financial statements, attendance and enrollment accounting practices and review DHCPCS's internal controls. The audit shall be conducted in accordance with generally accepted accounting principles applicable to DHCPCS along with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit shall be completed within four months of the close of the fiscal year. A copy of the auditor's findings shall be forwarded to the District, San Diego County Office of Education, the State Controller and to the CDE by December 15th each year. DHCPCS's Vice President of Business Services along with an audit committee will review any audit exceptions or deficiencies and report to DHCPCS Board of Directors with recommendations on how to resolve them. DHCPCS Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter.

DHCPCS will select an independent auditor and the auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of DHCPCS 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. – California Education Code Section 47605(b)(5)(J)

Attached, as **Exhibit B**, please find DHPCPS’s suspension and expulsion policy.

ELEMENT (K): RETIREMENT SYSTEM

Governing Law: The manner by which staff members of the Charter Schools will be covered by the State Teachers’ Retirement System, the Public Employee’s Retirement System, or Federal Social Security. – California Education Code Section 47605(b)(5)(K)

Employees at DHPCPS shall participate in the federal social security system. Additionally, DHPCPS shall offer a 403(b) Retirement Savings Plan. DHPCPS shall inform all applicants for positions within DHPCPS of the Retirement Program options for employees of DHPCPS. Designated administration are responsible for ensuring that mandatory deductions and contributions are made for all employees.

If, in the future, DHPCPS elects to offer its employees the opportunity to participate in the State Teachers’ Retirement System (“STRS”), the Public Employees’ Retirement System (“PERS”), or both systems, DHPCPS shall comply with all applicable law including, but not limited to, Education Code Section 47611. At DHPCPS’s written request and in accordance with Education Code Section 47611.3, the District shall create and submit reports required by STRS and/or PERS on behalf of DHPCPS, and DHPCPS shall reimburse the District and any other applicable entities for the actual costs of the reporting services.

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. – California Education Code Section 47605 (b)(5)(L)

No student may be required to attend DHPCPS. Students who opt not to attend DHPCPS may attend other schools within their school district of residence or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Parents and guardians of each student enrolled in DHPCPS will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in DHPCPS, except to the extent that such a right is extended by the local education agency.

ELEMENT (M): RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES

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. – California Education Code Section 47605(b)(5)(M)

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

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

ELEMENT (N): DISPUTE RESOLUTION PROCEDURES

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

DISPUTES BETWEEN THE DISTRICT AND DHCPCS

DHCPCS recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. DHCPCS is willing to consider changes to the process outlined below as suggested by the District.

In the event of a dispute between DHCPCS and the District, the staff and Board members of the DHCPCS and District agree to first frame the issue in written format (“dispute statement”) and refer the issue to the District Superintendent and the Chief Executive Officer of DHCPCS, or their respective designees. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, DHCPCS requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Chief Executive Officer or designee of the DHCPCS, and the District Superintendent shall informally meet and confer within one (1) week of the written dispute statement to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing Board members from their respective Boards who shall jointly meet

with the Superintendent and Chief Executive Officer or designee of DHCPCS and attempt to resolve the dispute within three (3) weeks. If this joint meeting fails to resolve the dispute, the Superintendent and Chief Executive Officer or designee shall meet to jointly identify a neutral third party mediator. The format of the mediation session shall be developed jointly by the Superintendent and Chief Executive Officer or designee and shall be held within thirty (30) days of the joint meeting. The costs of the mediator shall be split equally between the parties. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and DHCPCS.

INTERNAL DISPUTES

Disputes arising from within DHCPCS, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and Board members shall be resolved pursuant to policies and processes developed by DHCPCS. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District Board of Education reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless DHCPCS Board has requested the District to intervene in the dispute. The District shall refer any complaints or reports regarding complaints or disputes concerning DHCPCS to DHCPCS Board or the Chief Executive Officer for resolution in keeping with DHCPCS's policies.

ELEMENT (O): PUBLIC SCHOOL EMPLOYER

Governing Law: The petition does not contain a declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Act. Education Code 47605(b)(6)

DHCPCS is deemed the exclusive public school employer of the employees of DHCPCS for the purposes of the Educational Employment Relations Act ("EERA"). DHCPCS complies with the EERA.

ELEMENT (P): CLOSURE PROCEDURE

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 School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. – California Education Code Section 47605(b)(5)(O)

Closure of DHCPCS will be documented by official action of the Board of Directors. The action will identify the reason for closure and shall designate an entity and person(s) responsible for to closure-related activities. DHCPCS shall not close mid-year unless otherwise agreed upon by the District and DHCPCS.

DHCPCS will promptly notify the parents/guardians and students of DHCPCS, the District, the County Office of Education, DHCPCS's SELPA, the retirement systems in which the school's

employees participate (e.g. federal social security), and the California Department of Education of the closure and of the effective date of the closure; 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 resident; and the manner in which parent (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

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

DHCPCS shall provide a list of pupils in each grade level and the classes they have completed, together with information on the pupils' district of resident, to the responsible entity designated by the Board.

DHCPCS shall transfer all pupil records, state assessment results, and any special education records to the custody of the responsible entity designated by the Board, except for records and/or assessment results that the charter may require to be transferred to a different entity. DHCPCS shall transfer and maintain personnel records in accordance with applicable law.

As applicable, DHCPCS will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. DHCPCS shall work with the District to determine a suitable arrangement for transfer and location of storage of student records.

As soon as reasonably practical, DHCPCS will prepare final financial records. Annual reports required by Education Section 47604.33 shall be completed and filed. DHCPCS will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. DHCPCS will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by DHCPCS and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to DHCPCS.

On closure of DHCPCS, all assets of DHCPCS, including, but not limited to, all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending DHCPCS, remain the sole property of Diego Plus Education Corporation and, upon dissolution of the nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance

Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

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

As DHCPCS is operated as a nonprofit public benefit California corporation, should the corporation dissolve with the closure of DHCPCS, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate State and Federal Agencies.

As specified in DHCPCS Budget in **Exhibit C**, DHCPCS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

A. BUDGETS

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

Attached as **Exhibit C**, please find the following fiscal documents:

1. A multi-year operational budget
2. Cash flow and financial projections for the first three years of operation
3. Plans for establishment of a reserve

B. FINANCIAL REPORTING

DHCPCS shall annually prepares and submits the following reports to the District and the San Diego County Superintendent of Schools as required by Education Code Section 47604.33:

1. On or before July 1, a preliminary budget. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.
2. On or before July 1, local control and accountability plan (LCAP) and an annual update to the LCAP required pursuant to Education Code Section 47606.5.

3. On or before December 15, an interim financial report. This report shall reflect changes through October 31. Additionally, on December 15, a copy of DHCPCS's annual, independent financial audit report for the preceding fiscal year are delivered to the District, the State Controller, California Department of Education and San Diego County Superintendent of Schools.
4. On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
5. On or before September 15, a final unaudited report for the prior year.

C. INSURANCE

DHCPCS shall acquire and finance general liability, worker's compensation, and other necessary minimum insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by DHCPCS's insurer. The District shall be named as an additional insured on the general liability insurance policy of DHCPCS.

D. ADMINISTRATIVE SERVICES

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

DHCPCS shall procure its own administrative services including, but not limited to, budget management, accounts payable, accounts receivable, payroll, human resources, and instructional program development through an appropriately qualified third-party contractor.

DHCPCS may discuss the possibility of purchasing some of these or other services from the District. If the District is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between DHCPCS and the District and subject to District availability and willingness to provide such services.

E. FACILITIES

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

Education Code sections 47605, subdivisions (d)(1) and (d)(2)(A) require a charter school to enroll all students who wish to attend and specifically prevents the school from discriminating against applicants on the basis of residency. Education Code Section 51747.3, subdivision (b)(1) modifies this requirement for those charter schools providing independent study, in that it limits such charter schools to claiming average daily attendance for those students who are residents of the county in which the charter school is authorized or are residents of any county immediately adjacent to the

county in which the charter school is authorized. Taken together, these sections require that a nonclassroom-based/independent study charter school accept all residents of the “home county” (i.e., the county in which the charter school’s authorizer is located) or adjacent counties who wish to attend the school.

Additionally, any charter school offering independent study must provide appropriate existing services and resources to enable pupils to complete the independent study successfully, including learning centers and study areas. (§ 51746, as specifically applied to charter schools by § 47612.5, subd. (b).) These facilities allow a nonclassroom-based independent study charter school to provide a space for meeting teachers, testing, tutoring, teacher-student meetings, special education, and college mandatory laboratory work, among other functions. Access to such supporting services is necessary to help fulfill the legislative goal that “the independent study option is expected to be equal or superior in quality to classroom instruction.” (California Department of Education Independent Study Manual [2000 Edition, revised as of 2015], Chp. 1, pg. 1.)

As DHPCPS is a non-classroom based/independent study charter school, the District and DHPCPS understand and agree that DHPCPS must serve any interested students throughout San Diego County and adjacent counties pursuant to Education Code Section 51747.3, and 47605, subdivisions (d)(1) and (d)(2)(A). Additionally, DHPCPS must provide appropriate services and resources to enable DHPCPS’s students to complete their independent study successfully. As such, DHPCPS utilizes resource centers to facilitate its independent study program and offer supporting services to students including, but not limited to, testing, tutoring, wet labs, special education services, and teacher-student meetings.

DHPCPS shall locate and operate within District boundaries at 4612 Dehesa Road, El Cajon, CA 92019. In addition, DHPCPS shall locate one resource center within San Diego County per Education Code Section 47605.1(d), and one resource center within Riverside County per Education Code Section 47605.1(c), as follows:

San Diego County
4585 College Avenue
San Diego, CA 92115

Riverside County
4135 Chicago Avenue
Riverside, CA 92507

DHPCPS affirms that its San Diego County resource center complies with all requirements of Education Code Section 47605.1(d), in that DHPCPS has attempted to locate a single site or facility to house the entire program, but such a facility or site is unavailable in the area in which DHPCPS chooses to locate, and has complied with all notification requirements. Specifically, DHPCPS affirms that it engaged NAI San Diego to conduct a search within the District’s geographic boundaries for any retail, shopping center/strip mall, industrial or office park properties between 4,000 and 8,000 square feet in total size. DHPCPS further affirms that NAI San Diego’s search resulted in zero (0) properties for lease within the District’s boundaries that met these search parameters. (A letter from NAI San Diego and Coldwell Banker Commercial Services documenting its search and search results is attached hereto as **Exhibit D**.)

Moreover, DHPCPS affirms that its Riverside County resource center is: (1) used exclusively for the educational support of students who are enrolled in DHPCPS’s nonclassroom-based

independent study program, and (2) DHCPCS provides its primary educational services in, and a majority of the pupils it serves are residents of, San Diego County.

The location of DHCPCS's resource center(s) may change from year-to-year based on students' geographic location, program requirements, and financial considerations as determined by the Board of Directors. Examples of possible resource center locations include, but are not limited to: Boys and Girls Club facilities, temporary locations (i.e., one-month rental at local library for summer intersession), Workforce Innovation and Opportunity Act facilities, and various County facilities for migrant farm students. The District and DHCPCS agree that DHCPCS's addition or deletion of resource centers shall require a material revision to this charter.

F. TRANSPORTATION

With the exception of special education students whose transportation is mandated by their Individualized Education Program, or as otherwise required by law, DHCPCS shall not provide transportation of students to and from DHCPCS.

G. POTENTIAL CIVIL LIABILITY EFFECTS

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

An authority that grants a charter to a charter school to be operated by or as a nonprofit public benefit corporation is not liable for the debts or obligations of DHCPCS, or for claims arising from the performance of acts, errors, or omissions by DHCPCS if the authority has complied with all oversight responsibilities required by law. DHCPCS agrees to indemnify the District against civil liability claims arising from DHCPCS's actions or inactions under the charter.

The corporate bylaws of Diego Plus Education Corporation provide for indemnification of the Board of Directors, officers, agents, and employees, and as described above DHCPCS shall purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. As stated above, the District shall be named an additional insured on the general liability insurance of DHCPCS.

TEACHER ENDORSEMENTS

The signatures presented below are tendered in conjunction with the attached petition (the "Petition") submitted by Diego Hills Central Public Charter School, for a new charter, the Diego Hills Central Public Charter School.

Diego Hills Central Public Charter School estimates that 40 teachers will be employed at the school during its first year of operation. Pursuant to California Education Code Section 47605, the Petition has been signed by at least 23 teachers. This number represents at least one-half of the number of teachers that the Charter School estimates will be employed at the school during its first year of operation.

By placing his or her signature on this petition, each of the signatories hereto represent that he or she is meaningfully interested in teaching at Diego Hills Central Public Charter School.

<u>Stacia Keller</u> Name	<u>Stacia Keller</u> Signature	<u>4/24/17</u> Date
<u>Andrea Dowdall</u> Name	<u>Andrea Dowdall</u> Signature	<u>4/24/17</u> Date
<u>Bence Hill</u> Name	<u>B Hill</u> Signature	<u>4-24-17</u> Date
<u>Stephen Lynch</u> Name	<u>SL</u> Signature	<u>4-24-17</u> Date
<u>Lynda Eden</u> Name	<u>[Signature]</u> Signature	<u>24 April 2017</u> Date
<u>Jamilyn Lopez</u> Name	<u>[Signature]</u> Signature	<u>4-24-17</u> Date
<u>Nicole Rivera</u> Name	<u>[Signature]</u> Signature	<u>4/24/17</u> Date
<u>Andrew Laney</u> Name	<u>[Signature]</u> Signature	<u>4/24/17</u> Date
<u>Mark Helms</u> Name	<u>M Helms</u> Signature	<u>4/24/17</u> Date
<u>Katie Durbin</u> Name	<u>[Signature]</u> Signature	<u>4/24/17</u> Date
<u>Joy Blumberg</u> Name	<u>[Signature]</u> Signature	<u>4-24-17</u> Date
<u>Betsy Brixey</u> Name	<u>B Brixey</u> Signature	<u>4/24/17</u> Date

TEACHER ENDORSEMENTS

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Athena Koester
Name

Athena Koester
Signature

4/24/17
Date

Sylvia E. Morales
Name

Sylvia E. Morales
Signature

4-24-17
Date

Terrance Bradley
Name

TB
Signature

4-24-17
Date

Gonzalo Ruelas
Name

[Signature]
Signature

4.24.17
Date

Ro

[Signature]
Name

[Signature]
Signature

[Blank]
Date

Roger Vanez
Name

[Signature]
Signature

4/24/17
Date

Renee Davidson
Name

[Signature]
Signature

4.24.17
Date

Kristina Rysebrph
Name

Kristina Rysebrph
Signature

4-24-17
Date

Gina Hafen
Name

[Signature]
Signature

4-24-17
Date

Josue Sanchez
Name

[Signature]
Signature

4/24/17
Date

Kenna Yezanski-1115
Name

[Signature]
Signature

4/24/17
Date

David Brummitt
Name

David Brummitt
Signature

4/24/17
Date

TEACHER ENDORSEMENTS

The signatures presented below are tendered in conjunction with the attached petition (the "Petition") submitted by Diego Hills Central Public Charter School, for a new charter, the Diego Hills Central Public Charter School.

Diego Hills Central Public Charter School estimates that 40 teachers will be employed at the school during its first year of operation. Pursuant to California Education Code Section 47605, the Petition has been signed by at least 23 teachers. This number represents at least one-half of the number of teachers that the Charter School estimates will be employed at the school during its first year of operation.

By placing his or her signature on this petition, each of the signatories hereto represent that he or she is meaningfully interested in teaching at Diego Hills Central Public Charter School.

<u>Colleen Goldsmith</u> Name	<u></u> Signature	<u>4.24.17</u> Date
<u>BRADLEY BRINK</u> Name	<u></u> Signature	<u>4/24/17</u> Date
<u>Jessica Love</u> Name	<u>Jessicalove</u> Signature	<u>4/24/17</u> Date
<u>Elizabeth Busby</u> Name	<u></u> Signature	<u>24 April 17</u> Date

Name Signature Date

Name Signature Date

Name Signature Date

Name Signature Date

Name Signature Date

Name Signature Date

Name Signature Date

Name Signature Date

Name

Signature

Date

CONCLUSION

By approving this charter, the District will be fulfilling the intent of Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of Charter Schools. Diego Hills Central Public Charter School is eager to work independently, yet cooperatively with the District to set the highest standard for what a charter school should and can be. To this end, Diego Hills Central Public 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 approval. The Diego Hills Central Public Charter School shall be considered approved as of the date of charter approval. The term of the charter is for five (5) years, from July 1, 2017 through June 30, 2022.

**Charter for Diego Hills Central Public Charter School:
A Non-Profit Public Benefit Corporation**

Whereas the Dehesa Elementary School District received a valid charter petition on _____, 2017, submitted pursuant to Education Code Section 47605, and

Whereas the Dehesa Elementary School District, after holding a public hearing on _____, 2017 and considering the level of parent and staff support, has determined that the applicants have assembled and presented a valid and meritorious charter petition, and be it

Resolved that Dehesa Elementary School District hereby approves and grants this charter petition by a vote of _____ to _____ on _____, 2017, for a five (5) year term commencing on July 1, 2017 and expiring on June 30, 2022.

Be it further resolved that this charter petition constitutes a binding contract upon the Dehesa Elementary School District and Diego Hills Central Public Charter School.

Witnessed:

Dehesa Elementary School District

By: _____
Board President

Its: _____
Superintendent

LCAP Year 2017–18 2018–19 2019–20

Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum:](#) General instructions & regulatory requirements.

[Appendix A:](#) Priorities 5 and 6 Rate Calculations

[Appendix B:](#) Guiding Questions: Use as prompts (not limits)

LEA Name	Diego Hills Central Charter School		
Contact Name and Title	Lindsey Reese Principal	Email and Phone	lreese@dhcharter.org (619) 286-0312

2017-20 Plan Summary

THE STORY

Briefly describe the students and community and how the LEA serves them.

Diego Hills Central is a public charter that serves a diverse student community with the mission of engaging students in learning, who are no longer enrolled in a traditional classroom program, or who prefer a personalized learning education in an alternative setting. Our goal is to successfully prepare students for work or college-readiness through our integrated and personalized program of job readiness coursework and standards-based curriculum. Some students need the flexibility of an independent student model to meet family obligations, such as work or child care needs. The school offers alternative choices through site-based learning, independent study, and distance learning to enable students to acquire the knowledge necessary to make a difference in their lives.

The school provides a diverse, student-centered environment in which all students are held to high academic and behavioral standards. The school also emphasizes increased parental involvement, more one-on-one teacher and student interaction, student-driven participation in the learning process, technology access, varied learning environments, and choices in curriculum programs. Through a personalized learning approach to education, the school strives to develop students who are competent, self-motivated, life-long learners.

LCAP HIGHLIGHTS

Identify and briefly summarize the key features of this year's LCAP.

Our Personalized Learning model is tailored to the needs and interests of each individual student. It is a combination of the best of home schooling and resource center based classes. Personalized Learning is dedicated to developing personalized learning programs for each student. Its intent is to engage each student in the learning process in the most productive and meaningful way to optimize each student's learning potential and success. It allows the school to combine multiple assessment levels of student academic achievement through the regular recording of detailed learning records, compiling student work samples, and conducting annual state-mandated testing programs. The school offers this Personalized Learning option for students with the ultimate objective of enabling pupils to become self-motivated, competent and lifelong learners.

The Local Control Accountability Plan (LCAP) provides funds for helping high needs students with socio-emotional support, academic interventions, counselling and student activities. Students have access to a robust tutoring program

that supports their learning. Targeted academic interventions help close skill and knowledge gaps ensuring that students become competent graduates. The following LCAP Goals support our low income, English Language Learners and foster youth.

Goal #1: Increase student retention.

Goal #2: Increase credit completion.

Goal #3: Increase students' computer literacy by completing an online course.

Goal #4: Increase student career and college-readiness.

Goal #5: Increase stakeholder engagement.

REVIEW OF PERFORMANCE

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

This will be completed upon analysis of state and local data aligned with the LCAP goals.

GREATEST PROGRESS

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

This will be completed upon analysis of state and local data aligned with LCAP goals.

GREATEST NEEDS

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

This section will be completed when the performance analysis is done based on the LCFF Evaluation Rubrics.

PERFORMANCE GAPS

INCREASED OR IMPROVED SERVICES

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

Based on future staff and stakeholder feedback we will improve or increase our actions and services to improve outcomes for our English Language Learners, low income, and foster youth. By using LCFF Supplemental funds directed at meeting the unique needs of our unduplicated youth, we will increase the support students receive to address the LCAP goals.

Currently, the LCAP directs funds toward supporting low-income students, English learners and foster youth by providing:

- Academic Interventions
- Socio-emotional support
- Tutoring
- ELD Instruction
- Small Group Instruction
- Transportation
- Incentives
- Parent engagement

BUDGET SUMMARY

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures for LCAP Year	\$6,477,050
Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for LCAP Year	\$6,477,050.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

Bellow describes the base program for the LCAP Year and is a general description of our base program.

The base program includes the following:

- Certificated Salaries and Benefits
- Classified Salaries and Benefits
- Professional Development
- Materials, Books & Supplies
- Consumables
- Communications/Contracted Services
- Facilities Expenses

- Mandatory contributions to routine restricted maintenance
- Charter Association Dues

Some of the other expenditures not included in the LCAP are the following:

- Cost of base program
- Cost of rental property
- Cost of overhead
- Costs involving running a business such as insurance, auditing expenses, association dues, lawyers fees, and taxes.

\$6,477,050

Total Projected LCFF Revenues for LCAP Year

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

State and/or Local Priorities Addressed by this goal:

STATE	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8
COE	<input type="checkbox"/>	9	<input type="checkbox"/>	10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

ACTUAL

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action **1**

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

--

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

--

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

--

Stakeholder Engagement

LCAP Year

2017-18 2018-19 2019-20

INVOLVEMENT PROCESS FOR LCAP AND ANNUAL UPDATE

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

To be completed in the first semester of operation for the new charter.
To be completed in the second semester of operation.

IMPACT ON LCAP AND ANNUAL UPDATE

How did these consultations impact the LCAP for the upcoming year?

To be completed in the first semester of operation for the new charter.
To be completed in the second semester of operation.

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Modified	<input type="checkbox"/> Unchanged						
Goal 1								
Increase student retention.								
State and/or Local Priorities Addressed by this goal:								
STATE	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 6	<input type="checkbox"/> 7	<input checked="" type="checkbox"/> 8
COE	<input type="checkbox"/> 9	<input type="checkbox"/> 10						
LOCAL								
Students' attendance is often irregular for a variety of reasons. Regular attendance needs to increase, if students are going to be successful in their educational program.								

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> * Retention rate * Attendance rate * Dropout rate * Suspension rate * Expulsion rate * Facilities Inspection Results 	New School in 2017-2018	Retention rate will increase (Priority 8) Attendance rate will be 85% or higher (Priority 5) Dropout rate will decrease (Priority 5) Suspension rate will be low (Priority 6) Expulsion rate will be low (Priority 6) School Facilities rating is Exemplary (Priority 1)	Retention rate will increase (Priority 8) Attendance rate will be 85% or higher (Priority 5) Dropout rate will decrease (Priority 5) Suspension rate will be low (Priority 6) Expulsion rate will be low (Priority 6) School Facilities rating is Exemplary (Priority 1)	Retention rate will increase (Priority 8) Attendance rate will be 85% or higher (Priority 5) Dropout rate will decrease (Priority 5) Suspension rate will be low (Priority 6) Expulsion rate will be low (Priority 6) School Facilities rating is Exemplary (Priority 1)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide **OR** Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Increase academic and social/emotional support services:
 Increase academic and social/emotional support services through additional counseling staff.
 Increase instructional access through addition staff services, tutors, etc.
 Student Retention Services personnel will provide intervention.
 Establish an integrated intervention/incentive system.
 Provide transportation assistance

2018-19

New Modified Unchanged

Increase academic and social/emotional support services:
 Increase academic and social/emotional support services through additional counseling staff.
 Increase instructional access through addition staff services, tutors, etc.
 Student Retention Services personnel will provide intervention.
 Establish an integrated intervention/incentive system.
 Provide transportation assistance

2019-20

New Modified Unchanged

Increase academic and social/emotional support services:
 Increase academic and social/emotional support services through additional counseling staff.
 Increase instructional access through addition staff services, tutors, etc.
 Student Retention Services personnel will provide intervention.
 Establish an integrated intervention/incentive system.
 Provide transportation assistance

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	5,540.00	Amount	15,834.00	Amount	22,870.00
Budget Reference	Certificated Salaries & Benefits	Budget Reference	Certificated Salaries & Benefits	Budget Reference	Certificated Salaries & Benefits
Amount	30,009.00	Amount	85,771.00	Amount	123,883.00
Budget Reference	Classified Salaries & Benefits	Budget Reference	Classified Salaries & Benefits	Budget Reference	Classified Salaries & Benefits
Amount	417.00	Amount	1,192.00	Amount	1,722.00
Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies
Amount	549.00	Amount	1,569.00	Amount	2,266.00
Budget Reference	Transportation	Budget Reference	Transportation	Budget Reference	Transportation

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

All Students with Disabilities
 All Schools Specific Schools: Specific Grade spans:

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

English Learners Foster Youth Low Income
 LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools

Specific Schools:

Specific Grade spans:

[ACTIONS/SERVICES](#)

2017-18

New

Modified

Unchanged

2018-19

New

Modified

Unchanged

2019-20

New

Modified

Unchanged

Provide an intervention and support program:

Small group ELD teachers.

Purchase materials for incentive programs.

Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.

Purchase materials, hardware and software for intervention program.

Provide an intervention and support program:

Small group ELD teachers.

Purchase materials for incentive programs.

Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.

Purchase materials, hardware and software for intervention program.

Provide an intervention and support program:

Small group ELD teachers.

Purchase materials for incentive programs.

Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.

Purchase materials, hardware and software for intervention program.

[BUDGETED EXPENDITURES](#)

2017-18

Amount

24,633.00

Budget Reference

Certificated Salaries & Benefits

Amount

5,490.00

Budget Reference

Professional Development

Amount

417.00

Budget Reference

Materials, Hardware, Software

2018-19

Amount

70,407.00

Budget Reference

Certificated Salaries & Benefits

Amount

15,691.00

Budget Reference

Professional Development

Amount

1,192.00

Budget Reference

Materials, Hardware, Software

2019-20

Amount

101,692.00

Budget Reference

Certificated Salaries & Benefits

Amount

22,663.00

Budget Reference

Professional Development

Amount

1,722.00

Budget Reference

Materials, Hardware, Software

Action **3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training,, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Safe and secure facilities are required to maintain an effective educational program.

2018-19

New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training,, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Safe and secure facilities are required to maintain an effective educational program.

2019-20

New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training,, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Safe and secure facilities are required to maintain an effective educational program.

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	409,013.00	Amount	423,811.00	Amount	446,013.00
Budget Reference	Certificated Salaries and Benefits	Budget Reference	Certificated salaries and benefits	Budget Reference	Certificated Salaries and Benefits
Amount	191,286.00	Amount	198,206.00	Amount	208,590.00
Budget Reference	Classified Salaries and Benefits	Budget Reference	Classified Salaries and Benefits	Budget Reference	Classified Salaries and Benefits
Amount	6,624.00	Amount	6,863.00	Amount	7,223.00
Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies
Amount	24,364.00	Amount	25,245.00	Amount	26,588.00
Budget Reference	Professional Development	Budget Reference	Professional Development	Budget Reference	Professional Development
Amount	21,942.00	Amount	22,736.00	Amount	23,927.00
Budget Reference	Materials, Hardware, Software	Budget Reference	Materials, Hardware, Software	Budget Reference	Materials, Hardware, Software
Amount	286,027.00	Amount	296,376.00	Amount	311,903.00
Budget Reference	Facilities	Budget Reference	Facilities	Budget Reference	Facilities

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Modified	<input type="checkbox"/> Unchanged						
Goal 2								
Increase credit completion.								
State and/or Local Priorities Addressed by this goal:								
STATE	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input checked="" type="checkbox"/> 8
COE	<input type="checkbox"/> 9	<input type="checkbox"/> 10						
LOCAL								
Identified Need Students that enroll are typically behind in their credits. Students need additional intervention and support to increase their performance and build up their credits towards graduation.								

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> * Credit completion rate * HQT percentage * English learner reclassification rate * Graduation rate 	New School in 2017-2018	Increase number of credits completed (Priority 8) 100% highly qualified staff (Priority 1) Increase English Learner reclassification rate (Priority 4) Graduation rate increases (Priority 5)	Increase number of credits completed (Priority 8) 100% highly qualified staff (Priority 1) Increase English Learner reclassification rate (Priority 4) Graduation rate increases (Priority 5)	Increase number of credits completed (Priority 8) 100% highly qualified staff (Priority 1) Increase English Learner reclassification rate (Priority 4) Graduation rate increases (Priority 5)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Score of Services

LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners:
 Read 180 teachers or literacy teachers
 Increase academic and social/emotional support services through additional counseling staff.
 Increase instructional access through addition staff services, tutors, etc.
 Establish an integrated intervention/incentive system
 Read 180 program and materials
 Provide transportation assistance

2018-19

New Modified Unchanged

Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners:
 Read 180 teachers or literacy teachers
 Increase academic and social/emotional support services through additional counseling staff.
 Increase instructional access through addition staff services, tutors, etc.
 Establish an integrated intervention/incentive system
 Read 180 program and materials
 Provide transportation assistance

2019-20

New Modified Unchanged

Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners:
 Read 180 teachers or literacy teachers
 Increase academic and social/emotional support services through additional counseling staff.
 Increase instructional access through addition staff services, tutors, etc.
 Establish an integrated intervention/incentive system
 Read 180 program and materials
 Provide transportation assistance.

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	62,291.00	Amount	178,038.00	Amount	257,149.00
Budget Reference	Certificated Salaries & Benefits	Budget Reference	Certificated Salaries & Benefits	Budget Reference	Certificated Salaries & Benefits
Amount	12,367.00	Amount	35,348.00	Amount	51,055.00
Budget Reference	Classified Salaries & Benefits	Budget Reference	Classified Salaries & Benefits	Budget Reference	Classified Salaries & Benefits
Amount	930.00	Amount	2,659.00	Amount	3,841.00
Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies
Amount	1,073.00	Amount	3,067.00	Amount	4,430.00
Budget Reference	Transportation	Budget Reference	Transportation	Budget Reference	Transportation

Action **2**

For Actions/Services not included as contributing to meeting the increased or improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the increased or improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

2018-19

2019-20

<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged	<input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged
<p><input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged</p> <p>Provide an intervention and support program for English Learners and Redesignated FEP:</p> <p>Lab and small groups teachers for EL, ELA and mathematics</p> <p>EL Lead Teacher and Regional Support</p> <p>EL tutor support and clerical support</p> <p>Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.</p> <p>Purchase materials, hardware and software for EL intervention program</p>	<p><input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged</p> <p>Provide an intervention and support program for English Learners and Redesignated FEP:</p> <p>Lab and small groups teachers for EL, ELA and mathematics</p> <p>EL Lead Teacher and Regional Support</p> <p>EL tutor support and clerical support</p> <p>Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.</p> <p>Purchase materials, hardware and software for EL intervention program</p>	<p><input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged</p> <p>Provide an intervention and support program for English Learners and Redesignated FEP:</p> <p>Lab and small groups teachers for EL, ELA and mathematics</p> <p>EL Lead Teacher and Regional Support</p> <p>EL tutor support and clerical support</p> <p>Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.</p> <p>Purchase materials, hardware and software for EL intervention program</p>

BUDGETED EXPENDITURES

2017-18

Amount	12,248.00
Budget Reference	Certificated Salaries & Benefits
Amount	3,323.00
Budget Reference	Classified Salaries & Benefits
Amount	54,961.00
Budget Reference	Professional Development
Amount	79.00
Budget Reference	Materials and Supplies

2018-19

Amount	35,007.00
Budget Reference	Computers, Software, Equipment
Amount	9,497.00
Budget Reference	Snacks, Meals & Consumables
Amount	157,087.00
Budget Reference	Certificated Salaries & Benefits
Amount	226.00
Budget Reference	Professional Development

2019-20

Amount	50,562.00
Budget Reference	Materials, Hardware, Software
Amount	13,717.00
Budget Reference	Snacks, Meals & Consumables
Amount	226,887.00
Budget Reference	Certificated Salaries & Benefits
Amount	326.00
Budget Reference	Professional Development

Action **3**

For Actions/Services not included as contributing to meeting the increased or improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
<p><input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged</p> <p>Provide an effective educational program: The foundation of an effective educational program is Highly Qualified Teaching staff. Support staff is required to maintain an effective educational program. A standards-based curriculum in all required areas of study is essential to maintain an effective educational program. Professional development for certificated and classified staff through conferences, training,, workshops or Professional Learning Communities models. Educational materials are required to maintain an effective program. Safe and secure facilities are required to maintain an effective educational program.</p>	<p><input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged</p> <p>Provide an effective educational program: The foundation of an effective educational program is Highly Qualified Teaching staff. Support staff is required to maintain an effective educational program. A standards-based curriculum in all required areas of study is essential to maintain an effective educational program. Professional development for certificated and classified staff through conferences, training,, workshops or Professional Learning Communities models. Educational materials are required to maintain an effective program. Safe and secure facilities are required to maintain an effective educational program.</p>	<p><input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged</p> <p>Provide an effective educational program: The foundation of an effective educational program is Highly Qualified Teaching staff. Support staff is required to maintain an effective educational program. A standards-based curriculum in all required areas of study is essential to maintain an effective educational program. Professional development for certificated and classified staff through conferences, training,, workshops or Professional Learning Communities models. Educational materials are required to maintain an effective program. Safe and secure facilities are required to maintain an effective educational program.</p>

BUDGETED EXPENDITURES

2017-18

Amount	1,957,418.00
Budget Reference	Certificated Salaries & Benefits
Amount	880,311.00
Budget Reference	Classified Salaries & Benefits
Amount	31,700.00
Budget Reference	Materials, Books & Supplies
Amount	116,599.00
Budget Reference	Professional Development
Amount	147,867.00
Budget Reference	Materials, Hardware, Software
Amount	361,505.00
Budget Reference	Facilities

2018-19

Amount	2,028,238.00
Budget Reference	Certificated Salaries & Benefits
Amount	912,161.00
Budget Reference	Classified Salaries & Benefits
Amount	32,846.00
Budget Reference	Materials, Books & Supplies
Amount	120,818.00
Budget Reference	Professional Development
Amount	153,217.00
Budget Reference	Materials, Hardware, Software
Amount	374,585.00
Budget Reference	Facilities

2019-20

Amount	2,134,494
Budget Reference	Certificated Salaries & Benefits
Amount	959,947.00
Budget Reference	Classified Salaries & Benefits
Amount	34,567.00
Budget Reference	Materials, Books & Supplies
Amount	127,148.00
Budget Reference	Professional Development
Amount	161,244.00
Budget Reference	Materials, Hardware, Software
Amount	394,209.00
Budget Reference	Facilities

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

New
 Modified
 Unchanged

Goal 3

Improve computer literacy/basic computer skills through completing an online course, using online resources embedded in curriculum.

STATE 1 2 3 4 5 6 7 8
 COE 9 10
 LOCAL

Identified Need

Many students are far below grade level in their reading ability

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> * Online course completion * Online course enrollment * Online course availability 	New School in 2017-2018	Online course completion rate will increase (Priority 8) Online course enrollment will increase (Priority 8) Online course available (Priority 7)	Online course completion rate will increase (Priority 8) Online course enrollment will increase (Priority 8) Online course available (Priority 7)	Online course completion rate will increase (Priority 8) Online course enrollment will increase (Priority 8) Online course available (Priority 7)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

All
 Students with Disabilities
 Students to be Served

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served
 English Learners Foster Youth Low Income
Scope of Services
 LEA-wide Schoolwide OR Limited to Unduplicated Student Group(s)

Location(s)
 All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

2018-19

2019-20

	2017-18	2018-19	2019-20
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners: Lab and small group teachers for Online program Increase academic and social/emotional support services through additional counseling staff. Increase instructional access through addition staff services, tutors, etc. Establish an integrated intervention/incentive system Online program and materials, including computers and mobile devices Provide transportation assistance	<input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners: Lab and small group teachers for Online program Increase academic and social/emotional support services through additional counseling staff. Increase instructional access through addition staff services, tutors, etc. Establish an integrated intervention/incentive system Online program and materials, including computers and mobile devices Provide transportation assistance	<input type="checkbox"/> New <input type="checkbox"/> Modified <input checked="" type="checkbox"/> Unchanged Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners: Lab and small group teachers for Online program Increase academic and social/emotional support services through additional counseling staff. Increase instructional access through addition staff services, tutors, etc. Establish an integrated intervention/incentive system Online program and materials, including computers and mobile devices Provide transportation assistance	

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	15,693.00	44,853.00	64,783.00
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Budget Reference Amount	Certificated Salaries & Benefits	Budget Reference Amount	Certificated Salaries & Benefits	Budget Reference Amount	Certificated Salaries & Benefits
	2,899.00		8,285.00		11,967.00
Budget Reference Amount	Classified Salaries & Benefits	Budget Reference Amount	Classified Salaries & Benefits	Budget Reference Amount	Classified Salaries & Benefits
	779.00		2,226.00		3,215.00
Budget Reference Amount	Materials, Books & Supplies	Budget Reference Amount	Materials, Books & Supplies	Budget Reference Amount	Materials, Books & Supplies
	1,025.00		2,931.00		4,233.00
Budget Reference Amount	Materials, Hardware, Software	Budget Reference Amount	Materials, Hardware, Software	Budget Reference Amount	Materials, Hardware, Software
	282.00		805.00		1,163.00
Budget Reference Amount	Transportation	Budget Reference Amount	Transportation	Budget Reference Amount	Transportation

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

All Schools Specific Schools: Specific Grade spans:

Location(s)

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide **OR** Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Provide support for English Learners and Redesignated FEP:
 EL tutor support and clerical support.
 Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.
 Purchase materials, hardware and software for EL intervention program

2018-19

New Modified Unchanged

Provide support for English Learners and Redesignated FEP:
 EL tutor support and clerical support.
 Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.
 Purchase materials, hardware and software for EL intervention program

2019-20

New Modified Unchanged

Provide support for English Learners and Redesignated FEP:
 EL tutor support and clerical support.
 Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.
 Purchase materials, hardware and software for EL intervention program

BUDGETED EXPENDITURES

2017-18

Amount	779.00
Budget Reference	Classified Salaries & Benefits
Amount	12,882.00
Budget Reference	Professional Development
Amount	282.00
Budget Reference	Materials, Hardware, Software

2018-19

Amount	2,226.00
Budget Reference	Snacks, Meals & Consumables
Amount	36,819.00
Budget Reference	Professional Development
Amount	805.00
Budget Reference	Certificated Salaries & Benefits

2019-20

Amount	3,215.00
Budget Reference	Snacks, Meals & Consumables
Amount	53,180.00
Budget Reference	Professional Development
Amount	1,163.00
Budget Reference	Certificated Salaries & Benefits

Action **3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide **OR** Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Establish an integrated intervention/incentive system

Safe and secure facilities are required to maintain an effective educational program.

2018-19

New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Establish an integrated intervention/incentive system

Safe and secure facilities are required to maintain an effective educational program.

2019-20

New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Establish an integrated intervention/incentive system

Safe and secure facilities are required to maintain an effective educational program.

BUDGETED EXPENDITURES

2017-18

2018-19

2019-20

Amount	350,582.00	Amount	363,266.00	Amount	382,297.00
Budget Reference	Certificated Salaries & Benefits	Budget Reference	Certificated Salaries & Benefits	Budget Reference	Certificated Salaries & Benefits
Amount	163,959.00	Amount	169,891.00	Amount	178,791.00
Budget Reference	Classified Salaries & Benefits	Budget Reference	Classified Salaries & Benefits	Budget Reference	Classified Salaries & Benefits
Amount	5,678.00	Amount	5,883.00	Amount	6,191.00
Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies	Budget Reference	Materials, Books & Supplies
Amount	245,166.00	Amount	254,036.00	Amount	267,345.00
Budget Reference	Professional Development	Budget Reference	Professional Development	Budget Reference	Professional Development
Amount	67,170.00	Amount	69,600.00	Amount	73,247.00
Budget Reference	Materials, Hardware, Software	Budget Reference	Materials, Hardware, Software	Budget Reference	Materials, Hardware, Software
Amount	20,883.00	Amount	21,639.00	Amount	22,773.00
Budget Reference	Facilities	Budget Reference	Facilities	Budget Reference	Facilities

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Modified	<input type="checkbox"/> Unchanged						
<h2><u>Goal 4</u></h2> <p>Improve college and career readiness.</p>								
<p>State and/or Local Priorities Addressed by this goal:</p>								
STATE	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input checked="" type="checkbox"/> 7	<input checked="" type="checkbox"/> 8
COE	<input type="checkbox"/> 9	<input type="checkbox"/> 10						
LOCAL								
<p><u>Identified Need</u></p> <p>In order to thrive in today's economy, students are expected to be either college or career-ready. Increasing students' opportunities to engage in career-ready courses is fundamental to our mission.</p>								

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> • Core and ELD courses completed • CTE and CRS enrollment • Individual Learning Plans 	New School in 2017-2018	Common core or ELD courses completed (Priority 2) Increase the number of students enrolling in Career Tech Ed or Career Ready Skills courses (Priority 7) Individual Learning Plans (Priority 8)	Common core or ELD courses completed (Priority 2) Increase the number of students enrolling in Career Tech Ed or Career Ready Skills courses (Priority 7) Individual Learning Plans (Priority 8)	Common core or ELD courses completed (Priority 2) Increase the number of students enrolling in Career Tech Ed or Career Ready Skills courses (Priority 7) Individual Learning Plans (Priority 8)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

All Schools Specific Schools: Specific Grade spans:

Location(s)

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners:
 Lab and small group teachers for CTE program
 Increase instructional access through addition staff services, tutors, etc.
 Establish an integrated intervention/incentive system
 CTE program and materials
 Provide transportation assistance

2018-19

New Modified Unchanged

Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners:
 Lab and small group teachers for CTE program
 Increase instructional access through addition staff services, tutors, etc.
 Establish an integrated intervention/incentive system
 CTE program and materials
 Provide transportation assistance

2019-20

New Modified Unchanged

Increase academic and social/emotional support services for Foster Youth, Low Income and English Learners:
 Lab and small group teachers for CTE program
 Increase instructional access through addition staff services, tutors, etc.
 Establish an integrated intervention/incentive system
 CTE program and materials
 Provide transportation assistance

BUDGETED EXPENDITURES

2017-18

Amount 28,495.00

2018-19

Amount 81,443.00

2019-20

Amount 117,632.00

Budget Reference Amount	Certificated Salaries & Benefits 5,241.00	Budget Reference Amount	Certificated Salaries & Benefits 14,979.00	Budget Reference Amount	Certificated Salaries & Benefits 21,635.00
Budget Reference Amount	Classified Salaries & Benefits 1,414.00	Budget Reference Amount	Classified Salaries & Benefits 4,042.00	Budget Reference Amount	Classified Salaries & Benefits 5,838.00
Budget Reference Amount	Materials, Books & Supplies 1,862.00	Budget Reference Amount	Materials, Books & Supplies 5,321.00	Budget Reference Amount	Materials, Books & Supplies 7,686.00
Budget Reference Amount	Materials, Hardware, Software 1,738.00	Budget Reference Amount	Materials, Hardware, Software 4,966.00	Budget Reference Amount	Materials, Hardware, Software 7,173.00
Budget Reference	Transportation	Budget Reference	Transportation	Budget Reference	Transportation

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide **OR** Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Provide support for English Learners and Redesignated FEP:
 EL tutor support and clerical support.
 Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.
 Purchase materials, hardware and software for EL intervention program.

2018-19

New Modified Unchanged

Provide support for English Learners and Redesignated FEP:
 EL tutor support and clerical support.
 Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.
 Purchase materials, hardware and software for EL intervention program.

2019-20

New Modified Unchanged

Provide support for English Learners and Redesignated FEP:
 EL tutor support and clerical support.
 Provide professional development for certificated and classified staff to implement intervention program for EL/RFEP.
 Purchase materials, hardware and software for EL intervention program.

BUDGETED EXPENDITURES

2017-18

Amount	1,414.00
Budget Reference	Classified Salaries & Benefits
Amount	7,797.00
Budget Reference	Professional Development
Amount	282.00
Budget Reference	Materials, Hardware, Software

2018-19

Amount	4,042.00
Budget Reference	Classified Salaries & Benefits
Amount	22,286.00
Budget Reference	Professional Development
Amount	805.00
Budget Reference	Materials, Hardware, Software

2019-20

Amount	5,838.00
Budget Reference	Classified Salaries & Benefits
Amount	32,188.00
Budget Reference	Professional Development
Amount	1,163.00
Budget Reference	Materials, Hardware, Software

Action **3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

- English Learners Foster Youth Low Income

Scope of Services

- LEA-wide Schoolwide **OR** Limited to Unduplicated Student Group(s)

Location(s)

- All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

- New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Safe and secure facilities are required to maintain an effective educational program.

2018-19

- New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Safe and secure facilities are required to maintain an effective educational program.

2019-20

- New Modified Unchanged

Provide an effective educational program:

The foundation of an effective educational program is Highly Qualified Teaching staff.

Support staff is required to maintain an effective educational program.

A standards-based curriculum in all required areas of study is essential to maintain an effective educational program.

Professional development for certificated and classified staff through conferences, training, workshops or Professional Learning Communities models.

Educational materials are required to maintain an effective program.

Safe and secure facilities are required to maintain an effective educational program.

BUDGETED EXPENDITURES

2017-18

Amount 409,013.00

2018-19

Amount 423,812.00

2019-20

Amount 446,014.00

Budget Reference Amount	Certificated Salaries & Benefits 191,286.00	Budget Reference Amount	Certificated Salaries & Benefits 198,206.00	Budget Reference Amount	Certificated Salaries & Benefits 208,590.00
Budget Reference Amount	Classified Salaries & Benefits 3,312.00	Budget Reference Amount	Classified Salaries & Benefits 3,432.00	Budget Reference Amount	Classified Salaries & Benefits 3,612.00
Budget Reference Amount	Materials, Books & Supplies 12,182.00	Budget Reference Amount	Materials, Books & Supplies 12,623.00	Budget Reference Amount	Materials, Books & Supplies 13,284.00
Budget Reference Amount	Professional Development 143,013.00	Budget Reference Amount	Professional Development 148,188.00	Budget Reference Amount	Professional Development 155,951.00
Budget Reference Amount	Materials, Hardware, Software 68,753.00	Budget Reference Amount	Materials, Hardware, Software 71,270.00	Budget Reference Amount	Materials, Hardware, Software 74,973.00
Budget Reference	Facilities	Budget Reference	Facilities	Budget Reference	Facilities

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

New
 Modified
 Unchanged

Goal 5

Increase stakeholder involvement.

State and/or Local Priorities Addressed by this goal:

STATE 1 2 3 4 5 6 7 8
 COE 9 10
 LOCAL

Identified Need

Stakeholders are often not actively engaged in the school processes. Parents, students and staff are expected to increase their involvement through a variety of meaningful activities.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> Stakeholder participation Client Survey results School Communication evidence 	New School in 2017-2018	Stakeholder involvement will increase (Priority 3) Survey data will reveal high satisfaction (Priority 6) School communication will support engagement (Priority 3)	Stakeholder involvement will increase (Priority 3) Survey data will reveal high satisfaction (Priority 6) School communication will support engagement (Priority 3)	Stakeholder involvement will increase (Priority 3) Survey data will reveal high satisfaction (Priority 6) School communication will support engagement (Priority 3)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide **OR** Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New **Modified** **Unchanged**

Establish partnerships and engage in outreach to community through community liaison and staff outreach.
 Engagement staff to promote participation in school experiences.
 Translation services will be provided into appropriate language for student and parents.
 Communicate scheduled events.
 Outreach for PAC/ELAC, Open House, Award nights.
 Transportation for those in need.

2018-19

New **Modified** **Unchanged**

Establish partnerships and engage in outreach to community through community liaison and staff outreach.
 Engagement staff to promote participation in school experiences.
 Translation services will be provided into appropriate language for student and parents.
 Communicate scheduled events.
 Outreach for PAC/ELAC, Open House, Award nights.
 Transportation for those in need.

2019-20

New **Modified** **Unchanged**

Establish partnerships and engage in outreach to community through community liaison and staff outreach.
 Engagement staff to promote participation in school experiences.
 Translation services will be provided into appropriate language for student and parents.
 Communicate scheduled events.
 Outreach for PAC/ELAC, Open House, Award nights.
 Transportation for those in need.

BUDGETED EXPENDITURES

2017-18

Amount 4,662.00

2018-19

Amount 13,321.00

2019-20

Amount 19,239.00

Budget Reference Amount	Classified Salaries & Benefits 539.00	Budget Reference Amount	Classified Salaries & Benefits 1,548.00	Budget Reference Amount	Classified Salaries & Benefits 2,237.00
Budget Reference	Transportation	Budget Reference	Transportation	Budget Reference	Transportation

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

All Students with Disabilities

Location(s)

All Schools Specific Schools: Specific Grade spans:

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served

English Learners Foster Youth Low Income

Scope of Services

LEA-wide Schoolwide Limited to Unduplicated Student Group(s)

Location(s)

All Schools Specific Schools: Specific Grade spans:

ACTIONS/SERVICES

2017-18

New Modified Unchanged

Community Liaison and others will support parents and students engagement.
Communication outreach by staff.
Collect stakeholder input as measured by an annual survey. Develop baseline completion data.

2018-19

New Modified Unchanged

Community Liaison and others will support parents and students engagement.
Communication outreach by staff.
Collect stakeholder input as measured by an annual survey. Develop baseline completion data.

2019-20

New Modified Unchanged

Community Liaison and others will support parents and students engagement.
Communication outreach by staff.
Collect stakeholder input as measured by an annual survey. Develop baseline completion data.

Communications for program requires materials and contracted services.

Communications for program requires materials and contracted services.

Communications for program requires materials and contracted services.

BUDGETED EXPENDITURES

2017-18

Amount	35,126.00
Budget Reference	Classified Salaries & Benefits
Amount	13,529.00
Budget Reference	Materials, Books & Supplies
Amount	10,350.00
Budget Reference	Contracted Services

2018-19

Amount	36,400.00
Budget Reference	Classified Salaries & Benefits
Amount	14,018.00
Budget Reference	Materials, Books & Supplies
Amount	10,724.00
Budget Reference	Contracted Services

2019-20

Amount	38,304.00
Budget Reference	Classified Salaries & Benefits
Amount	14,751.00
Budget Reference	Materials, Books & Supplies
Amount	11,286.00
Budget Reference	Contracted Services

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year 2017-18 2018-19 2019-20

Estimated Supplemental and Concentration Grant Funds: \$302,393

Percentage to Increase or Improve Services: 4.90%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds ([see instructions](#)).

Using the FCMAT LCFF calculator, Diego Hills Central Charter School has calculated it will receive \$302,393 in Supplemental and Concentration funding under the Local Control Funding Formula. These expenditures include additional counseling, mentoring, tutoring, interventions, and technology upgrades to serve our at-risk and mobile population.

Diego Hills Central Charter School has calculated it will receive \$302,393 in Supplemental and Concentration funding under the Local Control Funding Formula. Their proportional percentage has been calculated at 4.90% and they will demonstrate that they have met the proportional percentage by spending all supplemental and concentration funds allocated, on services for the unduplicated student population as outlined in the Annual Report section of the LCAP.

Revised Local Control and Accountability Plan and Annual Update Template Instructions

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. For school districts and county offices of education, the LCAP is a three-year plan which is reviewed and updated in the second and third years of the plan. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

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 Education Code (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.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

[Plan Summary](#)

[Annual Update](#)

[Stakeholder Engagement](#)

[Goals, Actions, and Services](#)

[Planned Actions/Services](#)

[Demonstration of Increased or Improved Services for Unduplicated Students](#)

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

[Plan Summary](#)

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, mark the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

[Budget Summary](#)

The LEA must complete the LCAP Budget Summary table as follows:

- **Total LEA General Fund Budget Expenditures for the LCAP Year:** This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual* (<http://www.cde.ca.gov/fq/ac/sa/>). (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- **Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.
- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for

the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)

- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Education Code identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. Education Code requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, Education Code Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, mark the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by checking "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is checked, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "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 K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see [Demonstration of Increased or Improved Services for Unduplicated Students](#) section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must select one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, place a check mark next to "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, place a check mark next to "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", place a check mark next to "Limited to Student Groups".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "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 K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Check "New" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Check "Modified" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Check "Unchanged" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
 - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may check "Unchanged" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the Goals, Actions, and

Services section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *Education Code* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the Demonstration of Increased or Improved Services for Unduplicated Students table and mark the appropriate LCAP year. Using the copy of the table, complete the table as required for the current year LCAP. Retain all prior year tables for this section for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to 5 CCR 15496(a)(5).

Percentage to Increase or Improve Services

Identify the 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 15496(a)(7).

Consistent with the requirements of 5 CCR 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to and effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to and effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to meet** these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to and effective in meeting its goals** for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to meet its goals** for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
 - a. English Language Arts – Common Core State Standards for English Language Arts
 - b. Mathematics – Common Core State Standards for Mathematics
 - c. English Language Development
 - d. Career Technical Education
 - e. Health Education Content Standards
 - f. History-Social Science
 - g. Model School Library Standards
 - h. Physical Education Model Content Standards
 - i. Next Generation Science Standards
 - j. Visual and Performing Arts
 - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The Academic Performance Index;
- C. The percentage of pupils who have successfully completed courses that satisfy UC or CSU entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- D. The percentage of English learner pupils who make progress toward English proficiency as measured by the CELDT;
- E. The English learner reclassification rate;
- F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;

- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

- A. A broad course of study including courses described under Sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under Sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *Education Code* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in *California Code of Regulations*, title 5, Section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001.; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *Education Code* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *Education Code* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *Education Code* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *Education Code* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *Education Code* sections 42238.01 and bgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *Education Code* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *Education Code* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Suspensions and Expulsions

Handbook Guide and Forms

Revised: 2/18/16

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Student Suspension and Expulsion Due Process

Ca. Educ. Code 48911 (a) The principal of the school, the principal's designee, or the superintendent of schools may suspend a pupil from the school for any of the reasons enumerated in Section 48900, and pursuant to Section 48900.5 for no more than five consecutive school days.

Implementation

Suspension follows if other correctional means have not been effective. Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process, Education Code 48900.5.

A student may be suspended from school for not more than 20 school days in any school year.

The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year, Education Code 48903.

AB 1729 (effective Jan. 1, 2013) requires that all means of alternative discipline to correct a student's behavior be documented and included in the student's records. Add any and all instances of discipline measures to a student's file under Global Notes.

1. Definitions

Ca. Educ. Code 48925. As used in this article:

(a) "Day" means a calendar day unless otherwise specifically provided.

(b) "Expulsion" means removal of a pupil from (1) the immediate supervision and control, or (2) the general supervision, of school personnel, as those terms are used in Section 46300.

(c) "School day" means a day upon which the schools of the district are in session or weekdays during the summer recess.

(d) "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean any of the following:

(1) Reassignment to another education program or class at the same school where the pupil will receive continuing instruction for the length of day prescribed by the governing board for pupils of the same grade level.

(2) Referral to a certificated employee designated by the principal to advise pupils.

(3) Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the pupil to the principal or the principal's designee as provided in Section 48910. Removal from a particular class shall not occur more than once every five schooldays.

(e) "Pupil" includes a pupil's parent or guardian or legal counsel.

(h) For the purposes of this section, a "principal's designee" is any one or more administrators at the school site specifically designated by the principal, in writing, to assist with disciplinary procedures.

In the event that there is not an administrator in addition to the principal at the school site, a certificated person at the school site may be specifically designated by the principal, in writing, as a "principal's designee," to assist with disciplinary procedures. The principal may designate only one person at a time as the principal's primary designee for the school year.

An additional person meeting the requirements of this subdivision may be designated by the principal, in writing, to act for the purposes of this article when both the principal and the principal's primary designee are absent from the school site. **The name of the person, and the names of any person or persons designated as "principal's designee," shall be on file in the principal's office.** (Ca. Educ. Code 48911(h)).

2. Notice of School Rules

During the enrollment process, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion.

Implementation

For new students, this requirement can be fulfilled by providing parents and students with the approved Parent Student Handbook for your school at the time of enrollment.

For continuing students, it is necessary to provide them with a copy of the schools rules related to discipline, suspension and expulsion at the beginning of the school year. This requirement can be fulfilled by providing them with Exhibit A or a copy of your school's Parent/Student Handbook. Exhibit A can be found in the next page.

3. Grounds for Suspension and Expulsion

Exhibit A

Ca. Educ. Code 48900. A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

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

(g) Stolen or attempted to steal school property or private property.

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

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

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

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

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

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

Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

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

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

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(s) "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 pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(t) A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(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, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(v) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(w) A superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.

(x) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

Terrorists Threats Ca. Ed. Code 48900.7. (a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

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

Sexual Harassment Ca. Educ. Code 48900.2. In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, 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 not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

Hate Violence Ca. Educ. Code 48900.3. In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

Harassment Causing Disruption Ca. Educ. Code 48900.4. In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

PLEASE NOTE: Due to signing of Assembly Bill 420; SECTION K IS NO LONGER GROUNDS FOR SUSPENSION IN GRADES K-3 AND GROUNDS FOR EXPULSION IN GRADES 1-12.

4. Duration of Suspension

The Superintendent, Principal or Designee may suspend a student from school for not more than 5 consecutive school days unless the suspension is extended pending expulsion.

Ca. Educ. Code 48900.5. Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determine that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

Ca. Educ. Code 48903. (a) Except as provided in subdivision (g) of Section 48911 and in Section 48912, the total number of days for which a pupil may be suspended from school shall not exceed 20 schooldays in any school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of schooldays for which the pupil may be suspended shall not exceed 30 days in any school year.

(b) For the purposes of this section, a school district may count suspensions that occur while a pupil is enrolled in another school district toward the maximum number of days for which a pupil may be suspended in any school year.

5. Suspensions shall be conducted according to the following procedures:

Ca. Educ. Code 48911. (a) The principal of the school, the principal's designee, or the superintendent of schools may suspend a pupil from the school for any of the reasons enumerated in Section 48900, and pursuant to Section 48900.5, for no more than five consecutive schooldays.

(b) Suspension by the principal, the principal's designee, or the superintendent of schools shall be preceded by an informal conference conducted by the principal or the principal's designee or the superintendent of schools between the pupil and, whenever practicable, the teacher, supervisor, or school employee who referred the pupil to the principal, the principal's designee, or the superintendent of schools. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

(c) A principal, the principal's designee, or the superintendent of schools may suspend a pupil without affording the pupil an opportunity for a conference only if the principal, the principal's designee, or the superintendent of schools determines that an emergency situation exists. "Emergency situation," as used in this article, means a situation determined by the principal, the principal's designee, or the superintendent of schools to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference prior to suspension, both the parent and the pupil shall be notified of the pupil's right to a conference and the pupil's right to return to school for the purpose of a conference. The conference shall be held within two schooldays, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. The conference shall then be held as soon as the pupil is physically able to return to school for the conference.

Administrative Actions: The notice of suspension, Exhibit B, shall state the specific offense committed by the student, Education Code 48900.8 Student suspensions are to be processed by the principal or designee of the school. The school shall report the suspension, including the name of the student and the cause for the suspension, to the Vice President of Education on Exhibit C.

Implementation

The Principal or designee must review and investigate the charges made against the student prior to making a determination of suspension or recommendation for expulsion. A meeting with the student is mandatory prior to making a final determination. The appropriate suspension form (Exhibit B) must be prepared correctly and be made available to the parent if a meeting with the parent/student is scheduled. Please document time and date of meetings as well as the individuals in the meeting, for your protection. The suspension form/letter must be marked if expulsion is recommended. Attain proof of receipt if the form is mailed by the school. Attach receipt to file form.

Important: *the Sp. Ed. department must be notified on the same day if the student is recommended for expulsion and has an I.E.P. or a 504 plan. If a student is part of the Foster Care System, the case worker and attorney must be invited in writing to the IEP meeting.*

Equally important: *the school liaison for Foster children as students must be notified on the same day if the student is recommended for expulsion.*

Exhibit B

Student's Name: _____
 Date: _____
 Grade: _____
 Birth date: _____
 Telephone: _____

Dear Parent/Guardian Name

The purpose of this letter is to inform you that your child has been suspended from school. The period of suspension is _____ through _____. The inclusive number of days is _____. Your child may return to school at 8a.m. on _____.

The facts leading to the decision to suspend your child are as follows: On Date of Incident, your child, Name of Student, Brief Summary of Incident.

Your child's misbehavior constitutes a violation of Education Code sections 48900 (___) and (___). See attached for more information.

Indicate if the student was reached/spoken to; if not, indicate why not.

If you were able to talk to student and/or parent, provide a brief summary of the conversation pertaining to the facts of the incident. **If the student is being referred for expulsion, be sure parent/guardian knows and check the box below.**

As the parents of a suspended pupil, you have the following rights:

1. To request a meeting with the Principal or designee.
2. To have access to the pupil's school record.

During the suspension, your child is not permitted to be on the grounds of the school site or to participate in any of its activities.

Your child has also been referred for expulsion.

Sincerely,

 Principal or Designee

Exhibit B**Education Code 48900**

Ca. Educ. Code 48900. A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a 1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (a 2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section,

"imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- (r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.
 - (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
- (s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

- (1) While on school grounds.
- (2) While going to or coming from school.
- (3) During the lunch period whether on or off the campus.
- (4) During, or while going to or coming from, a school-sponsored activity.
- (t) 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, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
- (u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- (v) A superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.
- (w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

- Terrorists Threats Ca. Ed. Code 48900.7. (a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.
 - (b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

- Sexual Harassment Ca. Educ. Code 48900.2. In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, 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 not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

- Hate Violence Ca. Educ. Code 48900.3. In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

- Harassment Causing Disruption Ca. Educ. Code 48900.4. In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

PLEASE NOTE: Due to signing of Assembly Bill 420; SECTION K IS NO LONGER GROUNDS FOR SUSPENSION IN GRADES K-3 AND GROUNDS FOR EXPULSION IN GRADES 1-12.

Exhibit C**Notice of Suspension to Administration**

To: Dr. Patrick Hill, Vice President of Student Services

From: Administrator's Name

RE: Notice of Suspension of Student

Date: February 26, 2014

Students Name: _____ Grade: _____ DOB: _____

Parent or Guardian: _____

Address: _____

Telephone: _____

Incident Date: _____

Period of Suspension: _____ through _____

Inclusive number of days: _____

Student may return to school on: _____

The suspension was based on a violation of the following Education Code Section(s): 48900 List all Letters that Apply.

The description of the incident and facts leading to the decision to suspend are as follows: Provide short summary of incident

The student has been referred for expulsion: Yes No

(Please mark box(es) if student is referred for expulsion.)

The student has an I.E.P. or a 504 plan (circle which).

The Sp. Ed. department has been notified. Provide copy of this exhibit to Sp. Ed. Dept.

The student is part of the Foster Care System. Provide copy of this exhibit to school liaison for Foster Care students.

Parent contact by: Telephone In Person Date of contact: _____

6. Extension of Suspension

Education Code 48911(g) In a case where expulsion from a school or suspension for the balance of the semester from continuation school is being processed by the governing board of the school district, the district superintendent of schools, or other person designated by the district superintendent of schools in writing, may extend the suspension until the governing board of the school district has rendered a decision in the action. However, an extension may be granted only if the district superintendent of schools or the district superintendent's designee has determined, following a meeting in which the pupil and the pupil's parent or guardian are invited to participate, that the presence of the pupil at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. If the pupil is a foster child, as defined in Section 48853.5, the district superintendent of schools or the district superintendent's designee, including, but not limited to, the educational liaison for the school district, shall also invite the pupil's attorney and an appropriate representative of the county child welfare agency to participate in the meeting. If the pupil or the pupil's parent or guardian has requested a meeting to challenge the original suspension pursuant to Section 48914, the purpose of the meeting shall be to decide upon the extension of the suspension order under this section and may be held in conjunction with the initial meeting on the merits of the suspension.

Implementation

The extended suspension meeting must take place no later than 5 school days from the date of the suspension.

The parent must receive notice of a scheduled meeting to discuss the possibility of an extended suspension. Such notice may be given by phone to expedite the process and must be followed by written notice. The written notice shall document when the parent was called by phone letting them know of the extended suspension meeting, Exhibit D notice shall be accompanied with a copy of Educational Code 48918, Educational Code 48918.5 which explains the expulsion process, Exhibit E. If the student is part of the Foster Care System, the student's case worker and attorney must be invited in writing to the extended suspension meeting. Proof of receipt of mailed notice is required. Attach receipt to file notice.

A school official designated by the Superintendent will meet with the parent and student. The School Official will determine at this meeting if the student will be placed on extended suspension. If the student is placed on extended suspension as a result of this meeting, written notification of this action and of the time period it covers must be given to the parent/student, Exhibit F.

The School Official will review the expulsion process with the parent and student. The option of a Stipulated Expulsion will also be presented, Exhibit G.

Exhibit D

[Date]

Via Certified Mail

[Parent's Name]

[Address]

[Address]

SUBJECT: NOTICE OF EXTENDED SUSPENSION MEETING

Dear [Parent's Name]:

As you have been notified, [Student's Name] has been suspended from _____ and has been recommended for expulsion.

The reason for suspension is on [Suspension Date], [Student's Name] [violation committed], a violation of Education Code section 48900 (), (), () and ().

An appointment for you to meet with _____, _____ is scheduled for **[Date and Time]**, to discuss the possibility of an Extended Suspension. You were notified of this meeting by phone on [Date] at [Time a.m. /p.m]. During the meeting you will be informed of an upcoming expulsion hearing, and will also be presented with information on the school's stipulated expulsion process.

Thank you,

Dr. Patrick Hill
Vice President of Student Services
42455-10th Street West, Suite 105
Lancaster, CA 93534

Exhibit E

Ca. Educ. Code 48918. The governing board of each school district shall establish rules and regulations governing procedures for the expulsion of pupils. These procedures shall include, but are not necessarily limited to, all of the following:

(a) The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 schooldays after the date the principal or the superintendent of schools determines that the pupil has committed any of the acts enumerated in Section 48900, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of not more than 30 calendar days. Any additional postponement may be granted at the discretion of the governing board.

Within 10 schooldays after the conclusion of the hearing, the governing board shall decide whether to expel the pupil, unless the pupil requests in writing that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the district governing board does not meet on a weekly basis, the governing board shall decide whether to expel the pupil within 40 schooldays after the date of the pupil's removal from his or her school of attendance for the incident for which the recommendation for expulsion is made by the principal or the superintendent, unless the pupil requests in writing that the decision be postponed.

If compliance by the governing board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable during the regular school year, the superintendent of schools or the superintendent's designee may, for good cause, extend the time period for the holding of the expulsion hearing for an additional five schooldays. If compliance by the governing board with the time requirements for the conducting of an expulsion hearing under this subdivision is impractical due to a summer recess of governing board meetings of more than two weeks, the days during the recess period shall not be counted as schooldays in meeting the time requirements. The days not counted as schooldays in meeting the time requirements for an expulsion hearing because of a summer recess of governing board meetings shall not exceed 20 schooldays, as defined in subdivision (c) of Section 48925, and unless the pupil requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of school for the school year. Reasons for the extension of the time for the hearing shall be included as a part of the record at the time the expulsion hearing is conducted. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

(b) Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days prior to the date of the hearing. The notice shall include all of the following:

- (1) The date and place of the hearing.
- (2) A statement of the specific facts and charges upon which the proposed expulsion is based.
- (3) A copy of the disciplinary rules of the district that relate to the alleged violation.

(4) A notice of the parent, guardian, or pupil's obligation pursuant to subdivision (b) of Section 48915.1.

(5) Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during their testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. Nothing in this subdivision shall preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. This section does not require a pupil or the pupil's parent or guardian to be represented by legal counsel or by a non-attorney adviser at the hearing.

(A) For purposes of this section, "legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

(B) For purposes of this section, "non-attorney advisor" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

(c) Notwithstanding Section 54593 of the Government Code and Section 35145, the governing board shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the governing board may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.

If the governing board or the hearing officer or administrative panel appointed under subdivision (d) to conduct the hearing admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public 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, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

(d) Instead of conducting an expulsion hearing itself, the governing board may contract with the county hearing officer, or with

the Office of Administrative Hearings of the State of California pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code and Section 35207, for a hearing officer to conduct the hearing. The governing board may also appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the board or employed on the staff of the school in which the pupil is enrolled. The hearing shall be conducted in accordance with all of the procedures established under this section.

(e) Within three schooldays after the hearing, the hearing officer or administrative panel shall determine whether to recommend the expulsion of the pupil to the governing board. If the hearing officer or administrative panel decides not to recommend expulsion, the expulsion proceedings shall be terminated and the pupil immediately shall be reinstated and permitted to return to a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs. Placement in one or more of these programs shall be made by the superintendent of schools or the superintendent's designee after consultation with school district personnel, including the pupil's teachers, and the pupil's parent or guardian. The decision not to recommend expulsion shall be final.

(f) If the hearing officer or administrative panel recommends expulsion, findings of fact in support of the recommendation shall be prepared and submitted to the governing board. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing. If the governing board accepts the recommendation calling for expulsion, acceptance shall be based either upon a review of the findings of fact and recommendations submitted by the hearing officer or panel or upon the results of any supplementary hearing conducted pursuant to this section that the governing board may order.

The decision of the governing board to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. Except as provided in this section, no evidence to expel shall be based solely upon hearsay evidence. The governing board or the hearing officer or administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a 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 governing board or the hearing officer 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.

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

(h) Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the governing board to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in Section 48900.

In hearings which include an allegation of committing or

attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, evidence of specific instances, of a complaining witness' prior sexual conduct is to be 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 the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness' prior sexual conduct be heard, the complaining 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, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

(i) (1) Before the hearing has commenced, the governing board may issue subpoenas at the request of either the superintendent of schools or the superintendent's designee or the pupil, for the personal appearance of percipient witnesses at the hearing. After the hearing has commenced, the governing board or the hearing officer or administrative panel may, upon request of either the county superintendent of schools or the superintendent's designee or the pupil, issue subpoenas. All subpoenas shall be issued in accordance with Sections 1985, 1985.1, and 1985.2 of the Code of Civil Procedure. Enforcement of subpoenas shall be done in accordance with Section 11455.20 of the Government Code.

(2) Any objection raised by the superintendent of schools or the superintendent's designee or the pupil to the issuance of subpoenas may be considered by the governing board in closed session, or in open session, if so requested by the pupil before the meeting. Any decision by the governing board in response to an objection to the issuance of subpoenas shall be final and binding.

(3) If the governing board, hearing officer, or administrative panel determines, in accordance with subdivision (f), that a percipient witness would be subject to an unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as provided for in subdivision (f).

(4) Service of process shall be extended to all parts of the state and shall be served in accordance with Section 1987 of the Code of Civil Procedure. All witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the state or any political subdivision thereof, shall receive fees, and all witnesses appearing pursuant to subpoena, except the parties, shall receive mileage in the same amount and under the same circumstances as prescribed for witnesses in civil actions in a superior court. Fees and mileage shall be paid by the party at whose request the witness is subpoenaed.

(j) Whether an expulsion hearing is conducted by the governing board or before a hearing officer or administrative panel, final action to expel a pupil shall be taken only by the governing board in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the superintendent of schools or his or her designee to the pupil or the pupil's parent or guardian and shall be accompanied by all of the following:

(1) Notice of the right to appeal the expulsion to the county board of education.

(2) Notice of the education alternative placement to be provided to the pupil during the time of expulsion.

(3) Notice of the obligation of the parent, guardian, or pupil under subdivision (b) of Section 48915.1, upon the pupil's enrollment in a new school district, to inform that district of the pupil's expulsion.

(k) The governing board shall maintain a record of each expulsion, including the cause therefor. Records of expulsions shall be a non-privileged, disclosable public record.

The expulsion order and the causes therefor shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

Exhibit F

Date

Via Certified Mail

Parent's name

Address

Subject: Notice of Extended Suspension

Dear

As a result of the meeting that took place on _____, (student's name) has been placed on extended suspension from (date of extended suspension meeting) through the date the Board of Directors will make the final decision on the pending expulsion.

During this extended suspension period, (student's name) is not allowed on the premises of the school at any time or on any other properties that are part of the school. In addition, (student's name) is not allowed to attend any activities sponsored by the school.

Please contact me with any questions that you may have at (661) 272-1225.

Dr. Patrick Hill
Vice President of Student Services
42455-10th Street West, Suite 105
Lancaster, CA 93534

Exhibit G

School Name
Address
Phone

AGREEMENT AND STIPULATION FOR FULL EXPULSION

This Agreement is made and entered into by and between _____ (hereinafter referred to as the "Student") _____ hereinafter referred to as the Parent/Guardian and the _____ Public Charter School (hereinafter referred to as the "School").

RECITALS

1. A Notice of Expulsion ("Notice") pertaining to the Student, (*see Exhibit A attached to this Agreement*) was received by the Student and Parent/Guardian;
2. The Notice includes allegations of specific acts committed or engaged in by the Student, which acts are grounds for expulsion under applicable provisions of the *California Education Code*, including but not limited to, Section 48900; ()
3. The Student/Parent/Guardian has been provided with the notice and copies of applicable provisions of the *California Education Code* and School rules and regulations governing expulsions;
4. The Student has been advised by School representatives that they have a right to consult with and/or otherwise engage counsel to represent them during any proceedings involving the Notice and/or this Agreement;
5. The Student has met with School representatives to discuss allegations contained in the Notice and applicable provisions of the *California Education Code* relating to expulsions;
6. The Student fully understands the charges contained in the Notice and the meaning and consequences of an expulsion order which may result from such charges;
7. At an upcoming meeting, the School's governing board will consider and take action on the issue of expulsion based on the Student's admissions and waiver of a right to an expulsion hearing as set forth in this Agreement.

8. The parties have determined that resolution of the issues raised in the Notice would best be served by an expedited and abbreviated process, which process would ultimately be beneficial to and in the best interest of the Student and School;
9. This Agreement is consistent with the intent of applicable provisions of the *California Education Code* relating to expulsions.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Recitals Approved. The parties agree that the above Recitals are true and correct.

SECTION 2. Purpose. The purpose of this Agreement is to establish a framework for the amicable, beneficial, and expedited resolution of issues raised in the notice (Exhibit A).

SECTION 3. Acknowledgment of Notice/Allegations. The Student and Parent/Guardian fully acknowledge, understand and admit the following:

- (a) _____
This violates *California Education Code* (__)
- (b) They have received the Notice and have carefully read the allegations contained herein and applicable *California Education Code* sections, have had an opportunity to discuss the allegations with School representatives and fully understand the allegations and the meaning and consequences of an expulsion order;
- (c) They have a right to a due process hearing to contest the allegations contained in the Notice, including a challenge that the identified acts constitute grounds for expulsion; and that the purpose and function of an expulsion hearing would be to decide if the allegations have been substantiated and, whether they constitute grounds for expulsion, and whether the Student should be expelled;
- (d) If substantiated, each and every specific act outlined in the Notice, either independently and/or collectively, is a ground for expulsion under *California Education Code Section 48900, et seq.*;
- (e) The specific acts committed or engaged in by the Student, as alleged in the Notice, did in fact occur.

SECTION 4. Waiver. The Student and Parent/Guardian relinquish their right to contest any expulsion order and make a knowing and voluntary waiver of their right to have an expulsion hearing, including the right (a) to all

notices and time lines required by statute, rule or regulation, (b) to be represented by legal counsel at such expulsion hearing, (c) to inspect and obtain copies of all documents which would have been used at the hearing. (d) to confront and question all witnesses who would have testified at the hearing, (e) to question all other evidence presented, and (f) to present oral and documentary evidence on the Student's behalf, including the witnesses.

Right to Appeal to County Board of Education: The Student and Parent/Guardian understand that under Education Code 48918(1) and 48919 they have a right to appeal within 30 days the expulsion order of the School and to be given written notice of this right. However, they hereby relinquish their right and make a voluntary waiver of their right to appeal the School's order of expulsion to the County board of Education and the right to receive notice of this right in the notice of the School's decision to expel.

SECTION 5. Governing Board Approval.

This Agreement is conditioned upon review and approval of the School's governing board.

SECTION 6. Application for Readmission; Rehabilitation Program

Student shall be expelled from _____ Public Charter through _____.

- (a) The final approval and content of the Rehabilitation Program shall be within the discretion of the School's Governing Board.
- (b) The Rehabilitation Program shall include the following; (the areas listed below will be considered pursuant to student's return to the _____ Public Charter School:
 - (1) Obey all laws of the State and Federal Government
 - (2) Enroll in and maintain attendance in good standing in an educational program meeting the requirements of California's compulsory attendance laws.
 - (3) Student is directed to attend _____.
 - (4) Prior to his/her return to the _____ Public Charter School, student shall demonstrate:
 - Appropriate academic progress (on target for graduation),
 - Positive attitude, and
 - Regular school attendance.
- (5) The student's progress will be evaluated for possible return to the school _____.
- (6) You have the right to enroll student in a private or parochial school (at parent's expense), or in another school district if the pupil lives in another district, but you must inform that school of student's expulsion.

SECTION 7. Reinstatement.

(a) Upon satisfactory completion of the Rehabilitation Program outlined in SECTION 6 of this Agreement, the Student may apply for readmission to the School. Any determination as to whether the Rehabilitation Program has been satisfactorily completed shall be vested in the sole discretion of the Hearing Officer or his/her designee.

SECTION 8. Effective date; Term. The effective date of this Agreement shall be the date approved by the School's Governing Board. Unless previously terminated by mutual agreement of the parties, all rights and obligations contained in this Agreement shall terminate upon reinstatement of the Student.

SECTION 9. Amendments. Neither this Agreement nor any of the terms hereof may be amended, modified, altered, waived or terminated except by a written instrument approved by the Board of Directors or their designee.

SECTION 10. Integration. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations, understandings, and preliminary agreements, whether written or oral, between them.

IN WITNESS WHEREOF, the Student, and the School have caused this Agreement to be executed on their behalf by their duly authorized representatives.

STUDENT

Name _____ Dated: _____

Signature

PARENT/GUARDIAN

Name _____ Dated: _____

Signature

SCHOOL

Dr. Patrick Hill, Hearing Officer
Vice President of Student Services

Dated:

Signature

7. Authority to Expel

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r) of Ed. Code 48900.

Only the Board may expel a student. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion," Ca. Educ. Code 48915. The Board may also order a student expelled for any of the acts listed under "Grounds for Suspension and Expulsion" upon recommendation by the Superintendent, designee or administrative panel.

Ca. Educ. Code 48915. (a) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance:

(1) Causing serious physical injury to another person, except in self-defense.

(2) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(4) Robbery or extortion.

(5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(b) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil committed an act listed in subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery

as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

(d) The governing board shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:

(1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.

(2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.

(3) Is not housed at the school site attended by the pupil at the time of suspension.

(e) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:

(1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(f) The governing board shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study which meets all of the conditions specified in subdivision (d). Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

(g) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

(h) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

Implementation

When meeting with the student and/or parent always use the phrase "recommending for expulsion" when referring to the expulsion process. The principal can only make a recommendation for expulsion. The expulsion panel can only make a recommendation for expulsion. The School Official can only make a recommendation for expulsion. Only the Board of Directors of each school has the authority to expel.

8. Student's Right to Expulsion Hearing- Timeline

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred, Education Code 48918(a).

The student is entitled to one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion, Education Code 48918(a).

If it is impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held, Education Code 48918(a).

Decision Within 10 School Days: The decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed, Education Code 48918 (a).

Decision Within 40 School Days: If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed, Education Code 48918(a).

Ca. Educ. Code 48918 (a) The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 schooldays after the date the principal or the superintendent of schools determines that the pupil has committed any of the acts enumerated in Section 48900, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of not more than 30 calendar days. Any additional postponement may be granted at the discretion of the governing board.

Within 10 schooldays after the conclusion of the hearing, the governing board shall decide whether to expel the pupil, unless the pupil requests in writing that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the district governing board does not meet on a weekly basis, the governing board shall decide whether to expel the pupil within 40 schooldays after the date of the pupil's removal from his or her school of attendance for the incident for which the recommendation for expulsion is made by the principal or the superintendent, unless the pupil requests in writing that the decision be postponed.

If compliance by the governing board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable during the regular school year, the superintendent of schools or the superintendent's designee may, for good cause, extend the time period for the holding of the expulsion hearing for an

additional five schooldays. If compliance by the governing board with the time requirements for the conducting of an expulsion hearing under this subdivision is impractical due to a summer recess of governing board meetings of more than two weeks, the days during the recess period shall not be counted as schooldays in meeting the time requirements. The days not counted as schooldays in meeting the time requirements for an expulsion hearing because of a summer recess of governing board meetings shall not exceed 20 schooldays, as defined in subdivision (c) of Section 48925, and unless the pupil requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of school for the school year. Reasons for the extension of the time for the hearing shall be included as a part of the record at the time the expulsion hearing is conducted. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

Implementation

The timeline must be adhered to at all times. Only written requests for postponements can change the timeline. It is important to note that the timeline starts NOT when the student committed an expellable offense but when the principal or designee determined that an expelled offense was committed.

For calendaring purposes of the hearing and board meeting, it is best to start with identifying the very last day that a hearing can take place. Second date to be identified is that of the board meeting. Notices for the hearing and for the board meeting will follow after this first set of dates are identified.

9. Written Notice of Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 Calendar days before the date of the hearing utilizing Exhibit H. If a student is part of the Foster Care System, the same notice shall be sent to the student's case worker and attorney.

Implementation

Send notice by registered mail. Attach evidence of notice being mailed and received to the file copy.

Exhibit H

DATE

Via Certified Mail
ADDRESS

Re: Notice of Expulsion Hearing

Dear:

An expulsion hearing for _____ from _____ Public Charter has been scheduled for _____ at _____ a.m. The hearing will take place in the Administration Office at _____ Public Charter School at (address)

The description of the incident and facts leading to the decision of holding an expulsion hearing are: Ed Code _____, _____.

You have the right to be present at the hearing and to present any witnesses on behalf of your child. You have the right to be represented by legal counsel or by a non-attorney adviser. You have the right to inspect all documents used at the hearing. You will be provided with copies. You will have the opportunity to confront and question all witnesses who testify at the hearing, and the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses. As the student's parent/guardian you have the obligation, pursuant to Education Code 48915.1, to provide information about the student's status to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915 (a) or (c). Please contact me at (661) 618-0631 if you have any questions or concerns regarding this process.

Regards,

Dr. Patrick Hill
Vice President of Student Services
42455-10th Street West, Suite 105
Lancaster, CA 93534

10. Conduct of Expulsion Hearing

Closed Hearing: Notwithstanding the provisions of 54953 and Education Code 35145, a panel shall conduct a hearing to consider the expulsion of the student in a session closed to the public. An impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d)) shall be the making of the expulsion Administrative panel.

Only panel members, student/parent and others that Parent brought as support, and school administrator and witnesses are allowed at the hearing.

Ca. Educ. Code 48918(d) Instead of conducting an expulsion hearing itself, the governing board may contract with the county hearing officer, or with the Office of Administrative Hearings of the State of California pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code and Section 35207, for a hearing officer to conduct the hearing. The governing board may also appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the board or employed on the staff of the school in which the pupil is enrolled.

The hearing shall be conducted in accordance with all of the procedures established under this section.

Implementation

One of the three panel members must be identified as the chair for the panel. The chair has the responsibility of leading the hearing by reading the prepared script, Exhibit I. The chair also has the responsibility of turning the decision or outcome of the hearing into the Superintendent, Exhibit J.

Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made, Education Code 48918(g).

Implementation

A recording device is needed for each expulsion hearing. The hearing will be recorded and the recording submitted to the Superintendent or designee along with the written outcome. All present at the hearing will be notified that the hearing is being recorded.

Presentation of Evidence: Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm, Education Code 48918 (f) and (h), Exhibit K.

Ca. Educ. Code 48918(f) If the hearing officer or administrative panel recommends expulsion, findings of fact in support of the recommendation shall be prepared and submitted to the governing board. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing. If the governing board accepts the recommendation calling for expulsion, acceptance shall be based either upon a review of the findings of fact and recommendations submitted by the hearing officer or panel or upon the results of any supplementary hearing conducted pursuant to this section that the governing board may order.

The decision of the governing board to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. Except as provided in this section, no evidence to expel shall be based solely upon hearsay evidence. The governing board or the hearing officer or administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a 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 governing board or the hearing officer 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.

Ca. Educ. Code 48918 (h) Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the governing board to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in Section 48900.

In hearings which include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, evidence of specific instances, of a complaining witness' prior sexual conduct is to be 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 the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness' prior sexual conduct be heard, the complaining 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, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Implementation

*The administrator presenting the case must have all paperwork in chronological order.
The presenter must have one folder for each of the panel members and a folder for the*

parent/guardian of the student. The folders must be identical; emphasis is placed on the content of the folder being identical for all parties. A picture(s) of any and all tangible evidence pertinent to the case shall be submitted as evidence. Witness testimonies must have other students' names blacked out at all times. Background information on the student, grades, attendance, etc. may not be submitted as evidence during the presentation of the case. Such information may be submitted during the closing statements. Copies must be provided to the parent/guardian of items given to the hearing panel.

Exhibit I

Administrative Hearing Panel
Expulsion Hearing Outline
Script

Today is _____ (date) at _____ (time) and we are commencing the Administrative Hearing Panel to consider the expulsion recommendation for _____ (student name) to the _____ High School Board of Trustees.

1. My name is _____ and I am _____ (position), and I will serve as the chairperson of the Administrative Hearing Panel.

The Administrative Panel Members are: _____ (name & position) and _____ (name & position)

2. I will now introduce the person who will be representing the school:
_____ (name & position)
3. (Student name) _____, would you please introduce those persons who are with you and identify their relationship to you?
4. It is my responsibility to advise the pupil and the other persons in attendance representing the pupil that an electronic recording of the hearing will be made for the purpose of compliance with Education Code.

FYI: A record of the hearing shall be made. This hearing is being recorded.

5. It is also my responsibility to advise those in attendance that the technical rules of evidence shall not apply to the hearing, but evidence may be admitted and given probative effect only if it is the kind upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
 - Does anyone have questions or need clarification on this point?

FYI: Technical rules of evidence shall not apply to such hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the governing board to expel

must be supported by substantial evidence showing that the pupil committed any of the acts enumerated in Section 48900.)

6. It is important that student and those representing the student understand that they have the right to:
- i. Know the charges against the pupil;
 - ii. Present fully the pupil's side of the charges orally or in writing;
 - iii. Review evidence, challenge evidence, present evidence, or introduce mitigating circumstances; and right to call witnesses.
 - iv. Receive a copy of pupil's cum file, if you so desire;
 - v. Make a statement or response regarding the disciplinary action against the pupil, which will be made a part of the expulsion record.
- (Clarify any items not well understood)

7. The purpose of this hearing is to determine whether there is sufficient evidence to recommend expulsion of student from _____ to the Board of Trustees. It is our duty to provide a fair and impartial hearing. It is not our place to punish but to determine whether the pupil's presence on campus poses a possible threat to others or would be disruptive to the learning process.

After it is determined whether it was an expellable offense, the Panel will decide what action to take with your individual case. The Panel has three (3) options available:

- 1) Recommend expulsion and a plan for rehabilitation; this could include counseling, community service, etc.;
 - 2) Recommend expulsion, but suspend the enforcement of the expulsion and allow the student to return to school, not necessarily at the current school, plus a rehabilitation plan;
 - 3) Recommend not to expel.
8. The meeting will be conducted in the following manner:
- 1) The school representative will present the charges, evidence and may call witnesses appropriate to testify. Members of the Panel, student and parent, or those representing the student, may ask questions of what is being presented.

- 2) The parent will present whatever evidence they have, whether it is written or verbal and whether they would like to call any witnesses; this would be the appropriate time. The same rules of cross-examination apply: the school may ask questions, as well as members of the Panel, as to what is presented.
 - 3) Each party will have a chance to make a closing statement; school would be first; student and parent would be second; and then I, as Chair of the Administrative Hearing Panel, will have some closing comments. When I conclude my comments, the Panel will adjourn to closed session in order to reach a recommendation. This recommendation will then be forwarded to the Board of Trustees.
9. The school has the burden of proving the allegations in the notice of hearing. The district will present its case first, and then the student has an opportunity to present their case.

This Panel will determine whether to recommend expulsion to the governing board.

If this Panel recommends against expulsion, then the student will be immediately be reinstated and permitted to return to an instructional program. If this Panel recommends for expulsion, the matter will then be decided by the governing board who may or may not accept the recommendations to expel and/or any other recommendation this Panel may make.

10. I would ask all those who are going to give testimony to please raise your right hand. "Do you affirm that the information you are about to give will be the whole truth and nothing but the truth?" Those giving testimony will say "I do" or "I will".

FYI (The only persons remaining in the room are the parents of the student, or the attorney, or those representing the school district. Anyone other than these people should wait in the reception area and be called individually and sworn in at that time. Once they have finished giving testimony, they should be advised not to discuss that testimony with anyone else after they leave)

_____ (name of school administrator), will you please address the due process requirements?

- a) Who was the legally responsible administrator in this case?
_____ (name)
- b) Was student enrolled in school at the time of the alleged incident? Yes / No
- c) Was student suspended and the date? Yes / No _____ (date)
- d) Was the suspension proper under E.C. 48900 on the basis of the law?
Yes / No
- e) Was a parent conference held and the date? Yes / No
_____ (date)
- f) Was student's suspension extended? Yes / No
- g) Was student arrested? Yes / No Was a sheriff's report taken? Yes / No
- h) Was there an anonymous tip involved in the school's intervention? Yes / No
- i) How are the students made aware of the rules, regulations and expectations regarding behavior on our campus? i.e. Handbook (point out page number in the student's handbook)
- j) Question by Chair of the School Administrator: Has the district provided documentation to the parents within the 10-day time limit? Yes / No

11. _____ (name of school administrator), do you have any witnesses?

The school representative now will present the case and review the evidence. Those representing the pupil will have the opportunity to cross-examine and question the school administrator on what was presented after members of the Administrative Hearing Panel have asked any questions for clarification.

School presents charges:

FYI (Here the presenter should mention the ed codes that the school is referencing for the expulsion, read the incident report, and then present any witness statements. If there are any witnesses, witness will be called one time and only once. The school may also review attendance, discipline record, and grades at this time, or in their closing statements.)

12. Student may now respond to the charges by calling any witness or by testifying in his/her behalf. If there are documents to be presented, please do so now.

13. _____ (name of pupil), do you have any witnesses?

The pupil, or representative, now will present the case and review the evidence. Those representing the school will have the opportunity to cross-examine and question the pupil on what was presented after members of the Administrative Hearing Panel have asked any questions for clarification.

Questions by a) Panel and by b) Administrator

14. Now that each party has finished presenting their case, each party has the opportunity of presenting a closing statement.

a) Does the school have any closing statements to be presented?

FYI (This would be a good time to include student attendance, discipline, grades and also the IEP if applicable, etc. This is also the appropriate time to reiterate the reasons this student should be expelled.)

b) Does the student or his/her representative have any closing statements?

(Encourage the student to speak about why he/she should not be expelled)

15. Before this hearing is adjourned, I want to remind the student and his/her representatives of additional rights and possible alternatives.

- i. You have the right to appeal the local Board action to the _____ County Board of Education. Such appeal must be made within thirty (30) days following the local Board's vote to expel.
- ii. If expulsion is recommended, you have the right to enroll student in a private or parochial school or in another school district.
- iii. There are alternative programs to which the pupil may be assigned, if the Board votes to expel but suspends the enforcement of the expulsion.
- iv. Any recommendations made by the Administrative Hearing Panel will be in writing and will be sent to you by mail.

16. After this hearing is adjourned, this Panel will make its determination in two (2) parts:

First: The Panel will determine if the alleged incident did occur and if violations of the Education Code, Board Policies and District code of Discipline did take place.

Second: If the Panel determines that the Ed Code has been violated, then the Panel will proceed to deliberate to determine what its recommendation to the Board of Trustees will be.

17. Please remember that the Board of Education is the only body that can expel a student. This Panel will only present to the Board a recommendation.

18. Are there any questions regarding these procedures?

19. This hearing is adjourned at _____ (time) and _____ (date).

Exhibit J

Date of Expulsion Hearing _____

School recommending the Expulsion _____

Expulsion panel members:

_____ Chair

Panel's Decision:

Signatures of Panel Members:

11. Hearing Panel Recommendation

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. The Principal or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers and with the student's parent/guardian, Education Code 48918(e).

If an expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order, Education Code 48918(f).

Ca. Educ. Code (f) If the hearing officer or administrative panel recommends expulsion, findings of fact in support of the recommendation shall be prepared and submitted to the governing board. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing. If the governing board accepts the recommendation calling for expulsion, acceptance shall be based either upon a review of the findings of fact and recommendations submitted by the hearing officer or panel or upon the results of any supplementary hearing conducted pursuant to this section that the governing board may order.

The decision of the governing board to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. Except as provided in this section, no evidence to expel shall be based solely upon hearsay evidence. The governing board or the hearing officer or administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a 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 governing board or the hearing officer 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.

Implementation:

The hearing panel chair is responsible for submitting a document to the Vice President of Education stating the recommendation made by the panel, Exhibit J. Length of time for expulsions:

A. For the remainder of the semester in which the recommendation for expulsion was made.

B. One semester from the end of the semester in which the recommendation for expulsion took place.

C. One year (maximum) from the date the recommendation for expulsion was made.

In addition, the panel may recommend suspending the expulsion.

The recommendation will be submitted to the Board of Trustees.

D. School Administration must adhere to the timeline required in sending written notice to the parent/student of the Board meeting where the School Board will make the final decision on the submitted recommendation, Exhibit L.

Exhibit L

DATE

Via Certified Mail

ADDRESS

Notice of Hearing Panel Recommendation,

Re: Notice of School Board Meeting

Dear:

This letter is to notify you that your son/daughter _____ has been recommended for expulsion from _____ Public Charter School. The recommendation by the _____ based on the _____ of _____, will be brought to the _____, Inc., School Board of Education for review in a close session meeting on _____ at _____ p.m. The Board's action on this matter will be announced during the public session following the review and a letter will be mailed to notify you of this action. You have the right to attend the board meeting and to address the board on your child's behalf. The meeting will take place at _____. If you have any questions or concerns regarding this process, please call me at (661) 272-1225.

Sincerely,

Dr. Patrick Hill
Vice President of Student Services
42455-10th Street West, Suite 105
Lancaster, CA 93534

12. Waiver of Hearing (Default Proceedings): Stipulated Expulsion Process

The Board may appoint an impartial Hearing Officer to carry out a stipulated expulsion process only if and when the student /parent(s) agree.

If the parent/guardian agrees that their son/daughter behaved essentially in the manner stated in the principal's letter recommending expulsion and that such behavior constitutes a violation of the California Education Code, Section 48900, 48900.2, 48900.3, 48900.4, 48900.7 and/or 48915 a suspendable/expellable offense, the parent/guardian may request to waive the Administrative Hearing panel, Exhibit M.

When the parent/guardian agrees to waive the Administrative hearing Panel, they also waive all notification and timelines related to the expulsion hearing process, along with their rights to appeal the determination of the Board.

The Board has the discretionary power to accept, reject, or modify all recommendations.

Implementation

This process is carried out by the Hearing Officer and it normally takes place at the same meeting for a possible extension of suspension. The parent is given and explained all information available on the suspension/expulsion process. The parent is given the option of choosing the stipulated process instead of the expulsion hearing. It is the parent that makes the decision. School Administration must adhere to the timeline required in sending written notice to the parent/student of the Board meeting where the School Board will make the final decision on the submitted recommendation, Exhibit L.

Exhibit M

School Name
Address
Phone

Waiver Agreement

TO: Board of _____ Public Charter School

DATE: _____

Student Name: _____

D.O.B. _____

_____/Parent/Guardian acknowledges having met with Dr. Patrick Hill. _____ has been informed of, and understands the right to due process with regard to the expulsion recommendation against _____, by _____, Principal, _____ Public Charter School.

We have received the suspension form and a copy of the Principal's letter requesting expulsion. We received a letter dated _____, which explained the reasons for the extended suspension placed upon _____.

After careful consideration, we voluntarily request a waiver of the pending expulsion hearing before a _____ Public Charter Administrative Hearing Panel. We understand that the purpose and the function of the waived hearing would have been for fact-finding and to submit recommendations to the Board when the Board meets to deliberate and act on this matter. We understand and agree to waive all rights we would have had in connection with the waived hearing, including the opportunity to appear in person or employ and be represented by counsel, to inspect and obtain copies of all documents to be used, to confront and question all witnesses, to question all other evidence to be presented and, to present oral and documentary evidence on behalf of _____ including witnesses.

We admit that _____ behaved in the manner stated in the principal's letter recommending expulsion and that such behavior constitutes a violation of the *California Education Code, 48900* ()

We request that all legal time lines and notifications in this matter be waived. By signing this wavier, we agree to waive our right to appeal any decision of the County Board of Education to expel based upon this admission.

The following will be presented to the Board of Education for its consideration. The term of expulsion will be for the _____ school year. _____ will be referred to _____ while on expulsion status.

The authority to determine whether the student has or has not complied with any requirements, term and/or condition related to the expulsion order of this Board shall be made by the Director of Student Services Designee. If the Director, in his/her discretion determines that the student has not maintained good attendance, good grades and proper conduct and has not complied with and/or performed any requirement imposed by this Board as a condition of the expulsion order, he may rescind enrollment in _____.

I knowingly, intelligently and voluntarily waive my constitutional rights in this matter. I do so freely and voluntarily with the understanding of the nature and consequences thereof.

Date **Parent/Guardian**

Date **Student**

Date **School Representative**

13. Final Action by the Board

If the Board reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to school. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred, Education Code 48916.

Ca. Educ. Code 48916. (a) An expulsion order shall remain in effect until the governing board, in the manner prescribed in this article, orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than those described in subdivision (c) of Section 48915, the governing board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. If an expulsion is ordered during summer session or the intersession period of a year-round program the governing board shall set a date, not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. For a pupil who has been expelled pursuant to subdivision (c) of Section 48915, the governing board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district, except that the governing board may set an earlier date for readmission on a case-by-case basis.

(b) The governing board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

(c) The governing board of each school district shall adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the governing board shall readmit the pupil, unless the governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school district. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.

(d) If the governing board denies the readmission of an expelled pupil pursuant to subdivision (c), the governing board shall make a determination either to continue the placement of the pupil in the alternative educational program initially selected for the pupil during the period of the expulsion order or to place the pupil in another program that may include, but need not be limited to, serving

expelled pupils, including placement in a county community school.

(e) The governing board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled pupil pursuant to subdivision (d). The expelled pupil shall enroll in that educational program unless the parent or guardian of the pupil elects to enroll the pupil in another school district.

14. Written Notice to Expel

The Principal or designee shall send written notice of the decision to expel to the student or parent/guardian. If the student is part of the Foster Care System, the same notice shall be sent to the student's care worker and attorney. This notice, Exhibit N, shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900(a-q), Education Code 48900.2 – 48900.4, 48900.8, and 48915(c). Education Code 48900.8
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian, Education Code 48916.
3. Notice of the right to appeal the expulsion to the County Board of Education, Education Code 48918. Except for Stipulated expulsions who waived the right to appeal.
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion, Education Code 48918.
5. 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 expelling district, pursuant to Education Code 48915.1, Education Code 48918.

Implementation

The principal shall also send a notification letter to the school district last attended by the student prior to attending Learn 4 Life. This letter will notify the district of the expulsion of the student, Exhibit O.

Exhibit N

DATE

_____, Student and
 Parent of _____
 (ADDRESS) _____

Case Number: _____
 D.O.B.: _____

Dear Student and Parent:

In a closed session held on _____, the Board of Trustees of the _____ Charter School heard the expulsion case of STUDENT'S NAME, who was charged with violation of California Education Code, Section 48900 (), () and (). The Board of Trustees unanimously voted to adopt and accept the recommendation of the _____ to expel _____ from _____ Public Charter School for the (Example) remainder of this semester and the following semester, through June 29, 2012. _____ is referred to _____ while on expulsion status. Please contact _____ at _____ ext. _____, for enrollment procedures.

As per Education Code 48915.1 subsection (b), if STUDENT'S NAME attempts to enroll in another school district, the parent of STUDENT'S NAME must inform the receiving school district of the expulsion status with the previous school district. If this information is not provided to the new school district and that school district later determines that STUDENT'S NAME was expelled from _____ Public Charter School, the failure to disclose the required information shall be recorded and discussed in the hearing by the new school district to determine if STUDENT'S NAME may be enrolled in the new district. The governing board shall maintain a record of each expulsion. Records of expulsions shall be non-privileged, disclosable public records.

Exhibit N

The order of this expulsion allows either STUDENT'S NAME and/or the parent of STUDENT'S NAME to apply for readmission to _____ Public Charter School on _____

A student expelled from _____ Public Charter School District is not to be present on the grounds of any school, any school sponsored activity or any educational building within the school without specific school business and without knowledge of the administration in charge of the school or building.

If you have any questions, please feel free to call _____, Principal at _____

Sincerely,

Dr. Patrick Hill
Vice President of Student Services
42455-10th Street West, Suite 105
Lancaster, CA 93534

Exhibit O

Date:
 Via U.S. Mail and E-Mail:
 District of Residence:
 Attention: Student Services & School Attendance Director
 Address:

Re: _____ Expulsion from _____

Dear Director:

Our records show that the referenced student was last enrolled in your school district. This shall serve as notice as required by Section 47605(d) (3) of California Education Code which states:

If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school 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. This paragraph applies only to pupils subject to compulsory full time education pursuant to Section 48200.

The following student is being reported to you, because he/she: was expelled from our school on _____.

Student's Name	SSID #	Birthdate	Finish Date	Student's Address	Phone
----------------	--------	-----------	-------------	-------------------	-------

As required by Education Code section 47605(d)(3),
 Please notify us if you would like a copy of the following documents which we have record for the student.

- cumulative record:**
 transcript of grades:
 report card; and
 immunization record.

Please contact _____ at _____ for information regarding this letter, the process, or the student.

_____ Administrative Assistant

15. Decision Not to Enforce Expulsion Order

Suspended Expulsion voted by Board of Trustees.

The suspension of the enforcement of an expulsion shall be governed by the following, Education Code 48917:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student.
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for suspension and Expulsion" above or violates any of the school's rules and regulations governing student conduct.
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion proceedings.

Ca. Educ. Code 48917. (a) The governing board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the governing board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

(b) The governing board shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in Section 56026.

(c) During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

(d) The governing board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts enumerated in Section 48900 or violates any of the district's rules and regulations governing pupil conduct. When the governing board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.

(e) Upon satisfactory completion of the rehabilitation assignment of a pupil, the governing board shall reinstate the pupil in a school of the district and may also order the expungement of any or all records of the expulsion proceedings.

(f) A decision of the governing board to suspend an expulsion order does not affect the time period and requirements for the filing of an appeal of the expulsion order with the county board of education required under Section 48919. Any appeal shall be filed within 30 days of the original vote of the governing board.

16. Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education, except for stipulated expulsions. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation, Education Code 48919.

Ca. Educ. Code 48919. If a pupil is expelled from school, the pupil or the pupil's parent or guardian may, within 30 days following the decision of the governing board to expel, file an appeal to the county board of education which shall hold a hearing thereon and render its decision.

The county board of education, or in a class 1 or class 2 county a hearing officer or impartial administrative panel, shall hold the hearing within 20 schooldays following the filing of a formal request under this section. If the county board of education hears the appeal without a hearing conducted pursuant to Section 48919.5, then the board shall render a decision within three schooldays of the hearing conducted pursuant to Section 48920, unless the pupil requests a postponement.

The period within which an appeal is to be filed shall be determined from the date a governing board votes to expel even if enforcement of the expulsion action is suspended and the pupil is placed on probation pursuant to Section 48917. A pupil who fails to appeal the original action of the board within the prescribed time may not subsequently appeal a decision of the board to revoke probation and impose the original order of expulsion.

The county board of education shall adopt rules and regulations establishing procedures for expulsion appeals conducted under this section. If the county board of education in a class 1 or class 2 county elects to use the procedures in Section 48919.5, then the board shall adopt rules and regulations establishing procedures for expulsion appeals conducted under Section 48919.5. The adopted rules and regulations shall include, but need not be limited to, the requirements for filing a notice of appeal, the setting of a hearing date, the furnishing of notice to the pupil and the governing board regarding the appeal, the furnishing of a copy of the expulsion hearing record to the county board of education, procedures for the conduct of the hearing, and the preservation of the record of the appeal.

The pupil shall submit a written request for a copy of the written transcripts and supporting documents from the school district simultaneously with the filing of the notice of appeal with the county board of education. The school district shall provide the pupil with the transcriptions, supporting documents, and records within 10 schooldays following the pupil's written request. Upon receipt of the records, the pupil shall immediately file suitable copies of these records with the county board of education.

Implementation

In the case of an appeal, all records of the suspension and expulsion proceedings will be requested. The records and recording will be reviewed by the County's Board of Trustees. The County Board can uphold the decision of the school board or reject it.

17. Teacher's Notice- To be used when admitting students who have been previously expelled from school.

A school District shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in those acts, Exhibit P. The district shall provide the information to the teacher based upon any records that the district maintain in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section. Ed. Code 49079.

Ca. Educ. Code 49079. (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Implementation

The principal is responsible for notifying the supervising teacher according to the requirement of Ed. Code 49079. This code reminds all educators that this information is to stay confidential and shall not be disseminated by the teacher. In addition, this education code requests that the information provided shall be from the previous three school years. Since for the most part our students are recent enrollees, the information to be provided must be the information available to the school at the time of enrollment and henceforth. Teacher's Notice, Exhibit P. The supervising teacher is to make an entry on the global notes section of the student's electronic record.

Exhibit P

Student Notification
(Education Code Section 49079)

Dear

Pursuant to Education Code 49079, you are being notified that the _____ High School has reviewed the cumulative files of _____ for the last _____ years. Our review indicates that the student has previously been engaged in an act(s) under 48900()(): _____

You are advised that you have received the foregoing information in confidence and you are not to disseminate this information to any person under any circumstances.

If you have any questions or comments regarding this matter, please contact me.

Sincerely,

Principal

18. Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. Ed. Code 48902, Exhibit Q.

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 629.9 and 626.10

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Ed. Code 48900 (c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol, or intoxicants of any kind. Ed. Code 48902

Ca. Educ. Code 48902. (a) The principal of a school or the principal's designee shall, prior to the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.

(b) The principal of a school or the principal's designee shall, within one school day after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school district in which the school is situated of any acts of the pupils that may violate subdivision (c) or (d) of Section 48900.

(c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a school site to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.

(d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.

(e) The willful failure to make any report required by this section is an infraction punishable by a fine to be paid by the principal or principal's designee who is responsible for the failure of not more than five hundred dollars (\$500).

(f) The principal of a school or the principal's designee reporting a criminal act committed by a school age individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in paragraph (9) of subsection (k) of

Section 1415 of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g et seq.).

Implementation

All communication with the authorities must be documented by school staff as part of the suspension/expulsion report and also as part of information that may have to be provided to parents and/or guardians. Document at what time the call was placed, which officer responded to the call, and/or if no one responded to the call.

Exhibit Q**Law Enforcement Notification**

Date of Notification: _____

Time: _____

Person making notification: _____

RE: Notification of PC 245 Violation (OR)
 Notification of Drug/Alcohol Offense (OR)
 Pupil Assault/Attack on School District Employee

Date: _____

As required by Education Code section 48902, I write to inform you that a student at our school is alleged to have been involved in an assault with a deadly weapon or is alleged to have violated Education Code Section 48900 (c) or (d) [possessed or sold drugs or alcohol] or has attacks, assaults, or menaces a school district employee.

The Education Code requires that law enforcement be notified prior to suspending a student for any act, which may violate Penal Code section 245 (also see Education Code section 44030). The Education Code also requires that law enforcement be notified within one (1) day of suspending a student for possession or sale of drugs or alcohol or if a pupil attacks, assaults, or menaces a school employee (see Education Code section 44014). Please consider this memo that notification.

This notification relates to the following facts:

Student Name: _____

Date of Incident: _____

Grade: _____

Home Address: _____

Home Telephone: _____

Education Code section violated: _____

Description of Incident: _____

Law Enforcement Responded Yes No

Name of Contact Officer: _____

Exhibit R**Expulsion Referral Check List**

Student Name: _____ Grade: _____ DOB: _____

Administrative Hearing Panel Meeting date and time: _____

Check the items listed below that are attached:Process Documents

1. Parent Suspension Letter 2. Request of Recommendation for Expulsion
3. Summary Report Describing Actions Taken by the School to Correct Student's Previous Misbehavior (if appropriate)
4. Notice of Extension of Suspension Meeting 5. Letter of Results of Extension of Suspension Meeting
6. Stipulated Expulsion packet, if applicable 7. Notice to parent of expulsion hearing date
8. Notice to parent of board meeting date 9. Law Enforcement Notification (if necessary)
10. If student is part of Foster Care System, required documents:
- Case Worker and Attorney notice of IEP mtg., if student in Sp. Ed.
 - Case Worker and Attorney notice of extended suspension mtg.
 - Case Worker and Attorney notice of expulsion hearing
 - Case Worker and Attorney notice of expulsion board meeting

Student Records:

11. Academic Record 12. Attendance Record 13. Test Scores
14. 504 or Sp Ed manifestation 15. Counselor Report

Verification Documents Pertaining to Recommended Expulsion:

16. Statement of Witnesses 17. Police Report of Incident

Closing Documents:

18. Letter to Student /Parent of Board mtg. results
19. Law Enforcement Notification Letter (if necessary)
20. If expelled, letter to District student last attended

Multi Year Financial Plan

School Name: Diego Hills Central Public Charter
Operating Years: Year 1 - Year 4
Time Period: 2017/18 - 2020/21

Object Code	Description	2017-18	2018-19	2019-20	2020-2021
Employee Benefits					
3101-3302	OASDI/Medicare	\$ 326,281	\$ 374,351	\$ 408,334	\$ 444,362
3401-3402	Health and Welfare Benefits	\$ 580,056	\$ 665,512	\$ 725,927	\$ 789,977
3501-3502	Unemployment Insurance	\$ 134,138	\$ 153,900	\$ 167,871	\$ 182,682
3601-3602	Workers' Compensation Insurance	\$ 99,625	\$ 114,302	\$ 124,678	\$ 135,678
3701-3702	Retirement	\$ -	\$ -	\$ -	\$ -
3901-3902	403B and Other Employee Benefits	\$ 145,014	\$ 166,378	\$ 181,482	\$ 197,494
	Total, Employee Benefits	\$ 1,285,113	\$ 1,474,442	\$ 1,608,292	\$ 1,750,193
Books and Supplies					
4100	Approved Textbooks and Core Curriculum Materials	\$ 86,000	\$ 87,720	\$ 90,352	\$ 93,062
4200	Books and Other Reference Materials	\$ 65,000	\$ 65,650	\$ 66,963	\$ 68,302
4300	Materials and Supplies	\$ 126,000	\$ 127,260	\$ 129,169	\$ 131,106
4400	Non-capitalized Equipment(computers, printers, servers)	\$ 123,600	\$ 124,836	\$ 126,709	\$ 128,609
4700	Food	\$ -	\$ -	\$ -	\$ -
	Total, Books and Supplies	\$ 400,600	\$ 405,466	\$ 413,192	\$ 421,080
Services and Other Operating Expenditures					
5200	Travel and Conferences	\$ 95,000	\$ 95,950	\$ 96,910	\$ 97,879
5300	Dues and Memberships	\$ 7,150	\$ 7,222	\$ 7,258	\$ 7,279
5400	Insurance	\$ 14,160	\$ 14,302	\$ 14,445	\$ 14,589
5500	Utilities and Housekeeping Services	\$ 57,711	\$ 58,288	\$ 58,871	\$ 59,460
5600	Rentals, Leases, Repairs, and Noncap. Improvements	\$ 452,500	\$ 466,075	\$ 468,405	\$ 470,747
5800	Professional/Consulting Services and Operating Expend.	\$ 781,807	\$ 914,714	\$ 1,070,216	\$ 1,230,748
5900	Communications (Phones, ISP, Internet)	\$ 62,770	\$ 63,398	\$ 63,588	\$ 63,779
	Total, Services/Other Operating	\$ 1,471,098	\$ 1,619,948	\$ 1,779,692	\$ 1,944,481
Capital Outlay					
6100-6170	Land and Land Improvements	\$ -	\$ -	\$ -	\$ -
6200	Buildings and Improvements of Buildings	\$ -	\$ -	\$ -	\$ -
6300	Books and Media for New Libraries	\$ -	\$ -	\$ -	\$ -
6400	Equipment (computers, servers, etc. over \$5,000)	\$ -	\$ -	\$ -	\$ -
6490	Furniture	\$ -	\$ -	\$ -	\$ -
6900	Depreciation	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	Total, Capital Outlay	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Other Outgo					
7281	All Other Transfers	\$ -	\$ -	\$ -	\$ -
7350	District Oversight(1%)	\$ 64,771	\$ 72,623	\$ 79,816	\$ 86,810
7438	Debt Interest	\$ 15,000	\$ 15,438	\$ 16,852	\$ 17,883
	Total, Other Outgo	\$ 79,771	\$ 88,061	\$ 96,667	\$ 104,693
	TOTAL EXPENDITURES	\$ 6,866,930	\$ 7,752,368	\$ 8,439,887	\$ 9,162,802
	Excess of Revenues over Expenditures	\$ 110,485	\$ 113,050	\$ 162,692	\$ 157,995
	Beginning Fund Balance	\$ -	\$ 110,485	\$ 223,535	\$ 386,227
	Net Income	\$ 110,485	\$ 113,050	\$ 162,692	\$ 157,995
	Ending Fund Balance	\$ 110,485	\$ 223,535	\$ 386,227	\$ 544,222

Budget Narrative

Diego Hills Central Public Charter

This Multi-Year Fiscal Plan for Diego Hills Central Public Charter covers a four year period, 2017/2018, 2018/19, 2019/2020 and 2020/2021. The fiscal plan models the schools successful financial profile with a proven track record of fiduciary management success. The fiscal plan is a fluid document and is subject to refinement and updates on a regular basis as the state's budget plans are revised throughout the year. The goal of the Multi-Year Fiscal Plan is to ensure the long term fiscal viability of the charter school.

The revenue projections for 2017/16 were based upon the current LCFF Calculator. The future years funding for Revenue Limit Sources was based on current LCFF Calculator. The Special Education funding and the Other Local Revenues were based on estimated amounts from the prior year. We did not budget for federal ARRA funds during this four year period.

The budgeted ADA projections were based on the assumption our school would serve grades K-12.

ADA Projections	Year 1	Year 2	Year 3	Year 4
K-3	-	-	-	-
4-6	-	-	-	-
7-8	14	14	15	15
9-12	671	691	711	733
Total	685	705	726	748

Revenue Assumptions	Year 1	Year 2	Year 3	Year 4
LCFF	\$ 6,248,102	\$ 7,026,716	\$ 7,738,924	\$ 8,431,001
Education Protection Account - EPA	\$ 137,000	\$ 141,000	\$ 145,200	\$ 149,600
In Lieu of Property Tax	\$ 91,948	\$ 94,632	\$ 97,451	\$ 100,404
Special Education - Federal	\$ -	\$ 88,125	\$ 90,750	\$ 93,500
Special Education State	\$ 344,555	\$ 354,615	\$ 365,178	\$ 376,244
Lottery (Restricted & Unrestricted)	\$ 129,465	\$ 133,245	\$ 137,214	\$ 141,372
Mandated Cost Reimbursement	\$ 25,345	\$ 26,085	\$ 26,862	\$ 27,676
Other Local Revenue (estimated)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000

Expenses

Similar to other educational agencies in California, charter schools are labor intense organizations. When developing charter school budgets, the greatest emphasis is placed on defining the parameters for hiring staff and determining the appropriate employee cost factors, including salary and related benefit and payroll costs. To determine the appropriate staffing levels, a position control system will be used to link appropriate staffing to student ADA. All staff salaries are based upon projected salary schedules. For budget planning purposes, a projected average teacher salary has been used to determine the annual salary expense. For years two, three, and four we factored in an annual salary increase of 1.5%. The school will have a full-time certificated Principal and an Assistant Principal during the next four years. The Principal will be the school's primary leader reporting to the Regional Vice President.

Certificated Teachers	Year 1	Year 2	Year 3	Year 4
Average Full Time Teacher Salary	\$ 59,682	\$ 60,577	\$ 61,486	\$ 62,408
Average Part Time Teacher Salary	\$ 29,841	\$ 30,289	\$ 30,743	\$ 31,204

Certificated Positions	Year 1	Year 2	Year 3	Year 4
Certificated Teachers	33	35	35	37
Certificated Tutors	2	4	4	5
Certificated Pupil Support	3	4	4	5
Certificated Administrators	2	2	2	2

Certificated Salaries	Year 1	Year 2	Year 3	Year 4
Teachers	\$ 1,969,506	\$ 2,120,203	\$ 2,152,006	\$ 2,309,103
Substitutes	\$ 59,085	\$ 63,606	\$ 64,560	\$ 69,273
Tutors	\$ 96,019	\$ 194,919	\$ 197,842	\$ 251,012
Certificated Pupil Support	\$ 195,489	\$ 264,562	\$ 268,530	\$ 340,698
Supervisor/Administrator	\$ 223,300	\$ 226,650	\$ 230,049	\$ 233,500
Total	\$ 2,543,399	\$ 2,869,939	\$ 2,912,988	\$ 3,203,586

Within the classified staff there will be a Regional Manager to oversee the operations of the classified staff. The classified staff will include tutors, Manager, front office, clerical, and IT support. The classified staffing levels are projected to increase based on ADA growth. The accounts payable, payroll, and general accounting will be handled by a centralized finance department which shares its services with other charter schools. The finance department has established procedures, processes and internal controls to monitor and ensure fiscal transactions follow generally accepted accounting principles. The finance department uses accounting software that is SACS compliant. The department has gone through numerous annual audits and has had no audit findings.

Classified Positions	Year 1	Year 2	Year 3	Year 4
Operations Manager	-	-	1	1
Supervisor	3	3	5	5
Instructional Aids/Tutors	6	8	8	8
Support Staff	7	9	9	9
Clerical/Accounting/IT	4	4	4	6

Classified Positions	Year 1	Year 2	Year 3	Year 4
Operations Manager	\$ -	\$ -	\$ 80,308	\$ 80,593
Supervisor	\$ 308,306	\$ 312,931	\$ 529,375	\$ 537,315
Instructional Aids/Tutors	\$ 274,050	\$ 370,881	\$ 376,444	\$ 378,299
Support Staff	\$ 273,543	\$ 356,973	\$ 362,328	\$ 366,372
Clerical/Accounting/IT	\$ 121,800	\$ 123,627	\$ 125,481	\$ 191,045
Total	\$ 977,699	\$ 1,164,412	\$ 1,473,936	\$ 1,553,625

The employee benefits are comprised of federal and state statutory benefits and discretionary benefits. The federal and state benefits include social security, Medicare, and unemployment insurance. All employees are covered by worker's compensation insurance, general liability insurance, and are eligible to participate in the 403B savings plan. Full time employees (working 30 hours or more per week) are eligible for discretionary benefits which include health, dental, vision, and life insurance. We factored a 9% premium increase for insurance benefits for years two, three, and four. Full time employees are also eligible for six sick days and ten vacation days per year.

Benefits	Year 1	Year 2	Year 3	Year 4
Social Security/Medicare	\$ 326,281	\$ 374,351	\$ 408,334	\$ 444,362
Health/Vision/Dental/Life	\$ 580,056	\$ 665,512	\$ 725,927	\$ 789,977
Unemployment Insurance	\$ 134,138	\$ 153,900	\$ 167,871	\$ 182,682
Worker's Comp Insurance	\$ 99,625	\$ 114,302	\$ 124,678	\$ 135,678
Other Benefits/403B	\$ 145,014	\$ 166,378	\$ 181,482	\$ 197,494
Total	\$ 1,285,113	\$ 1,474,442	\$ 1,608,292	\$ 1,750,193

All books, materials, and operating supply costs for the school are funded from one major source, the Revenue Limit Source – State Aid fund. The budget includes projected cost allocations for instructional materials based on a per ADA basis.

Books & Supplies	Year 1	Year 2	Year 3	Year 4
Textbooks	\$ 151,000	\$ 153,370	\$ 157,315	\$ 161,364
Materials and Supplies	\$ 126,000	\$ 127,260	\$ 129,169	\$ 131,106
Non-capitalized Equipment	\$ 123,600	\$ 124,836	\$ 126,709	\$ 128,609
Total	\$ 400,600	\$ 405,466	\$ 413,192	\$ 421,080

Operating costs were based upon projected cost factors from prior year expense history. Travel and conferences, audit fees, facility rents and professional services were included in this category. The special education services were projected to be provided by a consulting service to provide speech therapy and physiological services.

Operating Costs	Year 1	Year 2	Year 3	Year 4
Travel and Conferences	\$ 95,000	\$ 95,950	\$ 96,910	\$ 97,879
Dues/Memberships	\$ 7,150	\$ 7,222	\$ 7,258	\$ 7,279
Insurance	\$ 14,160	\$ 14,302	\$ 14,445	\$ 14,589
Utilities	\$ 57,711	\$ 58,288	\$ 58,871	\$ 59,460
Rents	\$ 452,500	\$ 466,075	\$ 468,405	\$ 470,747
Professional/Consulting Services	\$ 781,807	\$ 914,714	\$ 1,070,216	\$ 1,230,748
Communications	\$ 62,770	\$ 63,398	\$ 63,588	\$ 63,779
Total	\$ 1,471,098	\$ 1,619,948	\$ 1,779,692	\$ 1,944,481

Other outgo includes Oversight Fees and interest expense related to interest on short term loans to maintain our cash flow requirements.

The oversight fees to the authorizer were calculated at 1% of the LCFF and Education Protection Account

Other Outgo	Year 1	Year 2	Year 3	Year 4
Oversight Fees	\$ 64,771	\$ 72,623	\$ 79,816	\$ 86,810
Interest	\$ 15,000	\$ 15,438	\$ 16,852	\$ 17,883
Total	\$ 79,771	\$ 88,061	\$ 96,667	\$ 104,693

The Multi Year Fiscal Plan contains reserves to allow for changes to both the state budget and mid-year budget adjustments that may be necessary because of a range of variable modifications including student enrollment fluctuations.

Reserves	Year 1	Year 2	Year 3	Year 4
Cumulative Reserves	\$ 110,485	\$ 223,535	\$ 386,227	\$ 544,222

The school will have an annual audit performed by an auditing firm from the state list of approved auditors. The school's auditing firm will be Wilkinson, Hadley, King & Company. The Executive Vice President of Finance will contact the auditor and request an audit engagement letter. After the audit is completed, the auditor will send the audit report to the state, the county, and the charter school by December 15th. The audit will be presented to the charter school's governing board members for their review. A board meeting will be held prior to January 31 to accept and approve the audit. In the event there are audit findings, they will be investigated to find the root cause. A corrective action plan will be developed and implemented immediately to resolve the deficiency.

The projected detailed cash flow for the four year period of 2017/18 through 2020/21 is included in the Multi-Year Fiscal Plan. Each calendar year cash flow was prepared to reflect the expected revenue and expenses. It is assumed the state will pay our apportionment payments every month on a timely basis. If needed, we may sell our apportionment receivables to sustain our cash flow.

While it is our intent that each schedule included in our Multi-Year Fiscal Plan be clear and concise, we invite you to call our office if you have questions about our fiscal plan. You may contact Diane Stover, Executive V.P. of Finance, with your questions or concerns. She can be contacted at dstover@learn4life.org or at (661) 272-1225 X6007.

CASH FLOW PROJECTION

School Name: Diego Hills Central Public Charter
 Operating Years: Year 1 - Year 4
 Time Period: Jul-2017 through June 2021

Year 1 of Operations

Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
BEGINNING CASH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE													
Revenue from State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Purpose Enrollment - State Aid Portion - 8011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Purpose Enrollment - EPA - 8012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Purpose Enrollment - In Lieu of Property Tax - 8090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Federal Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other State Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Local Plan Area (SELPA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
California Lottery (quarterly)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other State Revenue - 8590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mandated Cost Reimbursement - 8550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers from LEAS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Funding (500.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants (500.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Local Revenue (\$240,265.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan	\$ 600,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 600,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DISBURSEMENTS													
1000 Classified Salaries	\$ 214,480	\$ 206,317	\$ 217,107	\$ 211,812	\$ 217,615	\$ 222,403	\$ 222,403	\$ 225,050	\$ 222,403	\$ 219,755	\$ 225,050	\$ 243,078	\$ 2,617,649
2000 Classified Salaries	\$ 70,194	\$ 70,281	\$ 80,171	\$ 78,216	\$ 80,359	\$ 82,127	\$ 83,194	\$ 83,194	\$ 82,127	\$ 81,149	\$ 83,194	\$ 89,781	\$ 977,899
3000 Employee Benefits	\$ 104,094	\$ 100,239	\$ 105,378	\$ 102,809	\$ 105,628	\$ 107,850	\$ 107,850	\$ 109,235	\$ 107,850	\$ 106,664	\$ 109,235	\$ 117,964	\$ 1,285,113
4000 Books and Supplies	\$ 20,030	\$ 24,036	\$ 26,039	\$ 26,042	\$ 26,039	\$ 34,024	\$ 34,024	\$ 34,051	\$ 36,054	\$ 40,000	\$ 44,072	\$ 50,130	\$ 409,600
5000 Services and Other Operating Expenditures	\$ 110,332	\$ 117,888	\$ 120,830	\$ 124,943	\$ 126,912	\$ 124,943	\$ 126,912	\$ 120,630	\$ 124,943	\$ 120,912	\$ 124,943	\$ 135,179	\$ 1,471,098
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Other Outgo	\$ 6,775	\$ 6,775	\$ 6,554	\$ 6,775	\$ 6,556	\$ 6,775	\$ 6,775	\$ 6,119	\$ 6,775	\$ 6,556	\$ 6,775	\$ 6,556	\$ 78,771
TOTAL EXPENDITURES	\$ 525,825	\$ 515,316	\$ 535,894	\$ 523,867	\$ 536,897	\$ 543,328	\$ 543,328	\$ 543,328	\$ 543,328	\$ 536,897	\$ 543,328	\$ 597,179	\$ 6,421,896
ENDING CASH	\$ 65,118	\$ 33,684	\$ 64,106	\$ 86,133	\$ 89,103	\$ 1,000,000	\$ 1,023,113	\$ 1,023,113	\$ 1,111,484	\$ 1,111,484	\$ 1,129,736	\$ 1,129,736	\$ 118,485
NET INCREASE (DECREASE)	\$ 65,118	\$ (31,619)	\$ 778,284	\$ 40,742	\$ 36,232	\$ 121,236	\$ 15,018	\$ 15,150	\$ 73,232	\$ 18,232	\$ (3,640)	\$ (1,010,412)	\$ 118,485

CASH FLOW PROJECTION

School Name: Diego Hills Central Public Charter
 Operating Years: Year 1 - Year 4
 Time Period: Jul-2017 through June 2021

Year 2 of Operations

Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
REGAINING CASH	\$ 119,498	\$ 78,958	\$ 87,178	\$ 214,178	\$ 288,137	\$ 288,087	\$ 419,444	\$ 448,342	\$ 489,728	\$ 831,142	\$ 882,187	\$ 873,888	\$ 115,485
REVENUE													
Revenue Fund Sources													
General Purpose Enrollment - State Aid Portion - 8011	\$ 351,336	\$ 351,336	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 632,404	\$ 7,026,718
Education Protection Account - EPA - 8012			\$ 35,250			\$ 35,250			\$ 35,250			\$ 35,250	\$ 141,000
General Purpose Enrollment - In Lieu of Property Tax - 8096						\$ 47,316						\$ 47,316	\$ 94,632
Federal Revenue													
Total Federal Revenue							\$ 26,439			\$ 35,250		\$ 26,439	\$ 88,125
Other State Revenue													
Special Education Local Plan Area (SELPA)	\$ 17,731	\$ 17,731	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 31,915	\$ 354,615
California Lottery (quarterly)			\$ 46,838			\$ 28,649			\$ 28,649			\$ 33,311	\$ 133,245
All Other State Revenue - 8590													
Mandated Cost Reimbursement - 8550													
Other Local Revenue													
Transfers from LEAS													
Interest													
Fundraising (500.00 in budget)													
Grants (500.00 in budget)													
All Other Local Revenue (500.00 in budget)													
Loan	\$ 200,000	\$ 250,000											\$ 450,000
Loan Repayment													
TOTAL REVENUE	\$ 868,987	\$ 819,697	\$ 748,298	\$ 844,329	\$ 864,329	\$ 773,836	\$ 899,787	\$ 884,329	\$ 728,219	\$ 899,570	\$ 884,329	\$ 363,728	\$ 7,866,418
DISBURSEMENTS													
1000 Certificated Salaries	\$ 242,596	\$ 233,613	\$ 245,593	\$ 239,693	\$ 246,166	\$ 251,563	\$ 251,563	\$ 254,578	\$ 251,563	\$ 248,588	\$ 254,578	\$ 274,969	\$ 2,892,038
2000 Classified Salaries	\$ 94,317	\$ 90,824	\$ 95,482	\$ 95,153	\$ 95,705	\$ 97,611	\$ 97,611	\$ 98,975	\$ 97,611	\$ 96,648	\$ 96,975	\$ 106,903	\$ 1,164,412
3000 Employee Benefits	\$ 119,430	\$ 115,008	\$ 120,804	\$ 117,858	\$ 121,187	\$ 123,833	\$ 123,833	\$ 125,328	\$ 123,833	\$ 122,378	\$ 125,328	\$ 135,909	\$ 1,474,442
4000 Books and Supplies	\$ 20,273	\$ 24,328	\$ 28,355	\$ 28,383	\$ 28,355	\$ 34,437	\$ 34,437	\$ 34,465	\$ 36,492	\$ 40,547	\$ 48,658	\$ 50,739	\$ 426,468
5000 Services and Other Operating Expenditures	\$ 121,498	\$ 129,896	\$ 132,838	\$ 137,585	\$ 133,148	\$ 137,585	\$ 137,688	\$ 132,638	\$ 137,585	\$ 133,148	\$ 137,585	\$ 148,857	\$ 1,819,948
6000 Capital Outlay													
7000 Other Outgo	\$ 7,470	\$ 7,470	\$ 7,238	\$ 7,470	\$ 7,238	\$ 7,470	\$ 7,470	\$ 6,755	\$ 7,470	\$ 7,238	\$ 7,470	\$ 7,238	\$ 88,081
TOTAL EXPENDITURES	\$ 606,584	\$ 609,647	\$ 628,498	\$ 634,158	\$ 629,890	\$ 652,748	\$ 652,889	\$ 652,857	\$ 654,893	\$ 648,844	\$ 672,891	\$ 724,971	\$ 7,747,398
ENDING CASH	\$ 78,958	\$ 97,178	\$ 214,178	\$ 288,137	\$ 288,087	\$ 419,444	\$ 448,342	\$ 489,728	\$ 831,142	\$ 882,187	\$ 873,888	\$ 873,888	\$ 233,836
NET INCREASE (DECREASE)	\$ (26,527)	\$ 18,220	\$ 117,797	\$ 40,182	\$ 34,520	\$ 120,787	\$ 37,699	\$ 11,383	\$ 71,416	\$ 51,028	\$ (8,281)	\$ (240,351)	\$ (118,050)

CASH FLOW PROJECTION

School Name: Diego Hills Central Public Charter
 Operating Years: Year 1 - Year 4
 Time Period: Jul-2017 through June 2021

Year 3 of Operations

Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
REGULATING CASH	\$ 233,838	\$ 194,821	\$ 70,113	\$ 260,182	\$ 257,888	\$ 300,803	\$ 431,877	\$ 477,708	\$ 494,336	\$ 878,084	\$ 634,739	\$ 634,828	\$ 233,838
REVENUE													
Revenue Limit Sources													
General Purpose Endowment - State Aid Portion - 8011	\$ 386,946	\$ 368,948	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 698,503	\$ 7,730,824
Education Protection Account - EPA - 8012	\$ -	\$ 36,300	\$ -	\$ -	\$ -	\$ 36,300	\$ -	\$ -	\$ 36,300	\$ -	\$ -	\$ 36,300	\$ 145,200
General Purpose Endowment - In Lieu of Property Tax - 0098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,726	\$ 97,451
Federal Revenue													
Total Federal Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,225	\$ -	\$ -	\$ 36,300	\$ -	\$ 27,225	\$ 90,750
Other State Revenue													
Special Education Local Plan Area (SELPA)	\$ 18,259	\$ 18,259	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 32,868	\$ 365,178
California Lottery (quarterly)	\$ -	\$ -	\$ 48,102	\$ -	\$ -	\$ 27,443	\$ -	\$ -	\$ 27,443	\$ -	\$ -	\$ 34,304	\$ 137,214
All Other State Revenue - 8590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mandated Cost Reimbursement - 8550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local Revenue													
Transfers from LEAS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000
Fundraising (500.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants (500.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Local Revenue (500.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan	\$ 150,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Loan Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 885,285	\$ 668,288	\$ 813,884	\$ 728,388	\$ 728,388	\$ 841,837	\$ 728,388	\$ 728,388	\$ 784,112	\$ 784,688	\$ 728,388	\$ 662,788	\$ 8,882,878
DISBURSEMENTS													
1000 Certificated Salaries	\$ 248,112	\$ 238,822	\$ 251,175	\$ 245,048	\$ 251,782	\$ 257,201	\$ 257,201	\$ 280,364	\$ 257,201	\$ 254,238	\$ 280,364	\$ 281,219	\$ 3,083,108
2000 Classified Salaries	\$ 119,389	\$ 114,987	\$ 120,863	\$ 117,915	\$ 121,145	\$ 123,811	\$ 123,811	\$ 125,285	\$ 123,811	\$ 122,337	\$ 125,285	\$ 135,319	\$ 1,473,898
3000 Employee Benefits	\$ 130,272	\$ 125,447	\$ 131,860	\$ 128,683	\$ 132,188	\$ 135,096	\$ 135,096	\$ 136,705	\$ 135,096	\$ 133,486	\$ 136,705	\$ 147,654	\$ 1,606,292
4000 Books and Supplies	\$ 20,650	\$ 24,732	\$ 26,857	\$ 26,923	\$ 26,857	\$ 35,093	\$ 35,093	\$ 35,121	\$ 37,187	\$ 41,319	\$ 49,583	\$ 51,708	\$ 413,182
5000 Services and Other Operating Expenditures	\$ 133,477	\$ 142,278	\$ 145,835	\$ 151,182	\$ 148,278	\$ 151,182	\$ 151,274	\$ 145,985	\$ 151,182	\$ 148,278	\$ 151,182	\$ 183,538	\$ 1,779,682
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Other Outgo	\$ 8,210	\$ 8,210	\$ 7,945	\$ 8,210	\$ 7,945	\$ 8,210	\$ 8,210	\$ 7,418	\$ 8,210	\$ 7,945	\$ 8,210	\$ 7,945	\$ 86,687
TOTAL EXPENDITURES	\$ 666,149	\$ 654,719	\$ 684,686	\$ 678,912	\$ 686,178	\$ 719,663	\$ 719,796	\$ 719,825	\$ 712,758	\$ 784,688	\$ 731,289	\$ 787,278	\$ 8,424,867
ENDING CASH	\$ 126,821	\$ 79,113	\$ 289,182	\$ 337,898	\$ 368,893	\$ 431,877	\$ 477,708	\$ 494,336	\$ 578,846	\$ 634,739	\$ 634,828	\$ 481,227	\$ 481,227
NET INCREASE (DECREASE)	\$ (104,914)	\$ (49,598)	\$ 129,030	\$ 49,457	\$ 43,194	\$ 131,174	\$ 45,000	\$ 18,544	\$ 80,354	\$ 60,088	\$ (1,930)	\$ (233,993)	\$ 187,682

CASH FLOW PROJECTION

School Name: Diego Hills Central Public Charter
 Operating Years: Year 1 - Year 4
 Time Period: Jul-2017 through June 2021

Year 4 of Operations

Description	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
BEGETTING CASH	\$ 401,227	\$ 124,118	\$ 103,138	\$ 230,048	\$ 292,098	\$ 348,193	\$ 477,165	\$ 524,177	\$ 647,118	\$ 831,793	\$ 894,996	\$ 688,847	\$ 401,227
REVENUE													
Revenue Limit Sources													
General Purpose Entitlement - State Aid Portion - 8011	\$ 421,550	\$ 421,550	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 758,790	\$ 8,431,001
Education Protection Account - EPA - 8012			\$ 37,400				\$ 37,400		\$ 37,400			\$ 37,400	\$ 148,600
General Purpose Entitlement - In Lieu of Property Tax - 6096						\$ 50,202						\$ 50,202	\$ 100,404
Federal Revenue													
Total Federal Revenue							\$ 28,000			\$ 37,400		\$ 28,000	\$ 93,500
Other State Revenue													
Special Education Local Plan Area (SELPA)	\$ 18,012	\$ 18,012	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 33,862	\$ 376,244
California Lottery (gas/dark)			\$ 49,490			\$ 28,274			\$ 28,274			\$ 35,343	\$ 141,372
All Other State Revenue - 8590													
Mandated Cost Reimbursement - 8550													
Other Local Revenue													
Transfers from LEAS													
Interest													
Funding (500.00 in budget)													
Grants (500.00 in budget)													
All Other Local Revenue (500.00 in budget)													
Loan		\$ 250,000											\$ 250,000
Loan Repayment													
TOTAL REVENUE	\$ 440,262	\$ 690,362	\$ 978,832	\$ 782,862	\$ 792,862	\$ 968,838	\$ 826,782	\$ 782,862	\$ 650,328	\$ 836,852	\$ 792,862	\$ 722,323	\$ 9,326,787
DISBURSEMENTS													
1000 Certificated Salaries	\$ 274,002	\$ 283,931	\$ 277,456	\$ 270,696	\$ 276,115	\$ 284,233	\$ 284,233	\$ 287,617	\$ 284,233	\$ 280,850	\$ 267,617	\$ 310,654	\$ 3,363,730
2000 Certificated Salaries	\$ 125,844	\$ 121,183	\$ 127,357	\$ 124,290	\$ 127,695	\$ 130,504	\$ 130,504	\$ 132,058	\$ 130,504	\$ 128,951	\$ 132,658	\$ 142,634	\$ 1,550,825
3000 Employee Benefits	\$ 141,768	\$ 136,515	\$ 143,516	\$ 140,015	\$ 143,652	\$ 147,016	\$ 147,016	\$ 148,766	\$ 147,016	\$ 145,268	\$ 149,768	\$ 160,662	\$ 1,750,193
4000 Books and Supplies	\$ 21,054	\$ 23,265	\$ 27,370	\$ 29,476	\$ 27,370	\$ 35,763	\$ 35,763	\$ 35,792	\$ 37,697	\$ 42,106	\$ 50,530	\$ 52,693	\$ 421,080
5000 Services and Other Operating Expenditures	\$ 143,838	\$ 155,558	\$ 159,447	\$ 165,148	\$ 159,820	\$ 165,148	\$ 165,281	\$ 159,447	\$ 165,148	\$ 159,820	\$ 165,148	\$ 178,678	\$ 1,944,481
6000 Capital Outlay													
7000 Other Outgo	\$ 8,682	\$ 8,682	\$ 8,605	\$ 8,682	\$ 8,682	\$ 8,682	\$ 8,682	\$ 8,682	\$ 8,682	\$ 8,682	\$ 8,682	\$ 8,682	\$ 104,693
TOTAL EXPENDITURES	\$ 717,473	\$ 711,344	\$ 743,691	\$ 738,919	\$ 748,467	\$ 771,857	\$ 771,898	\$ 771,712	\$ 773,891	\$ 766,890	\$ 763,911	\$ 823,947	\$ 9,167,662
ENDING CASH	\$ 154,116	\$ 103,138	\$ 230,048	\$ 282,998	\$ 340,193	\$ 477,165	\$ 524,177	\$ 547,118	\$ 631,793	\$ 831,793	\$ 894,996	\$ 688,847	\$ 684,222
NET INCREASE (DECREASE)	\$ (777,111)	\$ (20,991)	\$ 136,731	\$ 54,133	\$ 47,195	\$ 136,972	\$ 49,012	\$ 20,940	\$ 84,636	\$ 64,432	\$ (359)	\$ (131,624)	\$ 162,995

June 6, 2017

Tres Simi
Learn4Life
177 Holston Drive
Lancaster, CA 93535

Re: *Facility Search in Dehesa Elementary School District For Diego Hills Central*

Dear Tres Simi:

This letter is in response to your request that I review available facilities located within the boundaries of *Dehesa Elementary School District* ("DESD") for use by the school. The purpose of this search is to determine whether there are any improved properties available in DESD that meet the parameters of the search, as discussed below. As a result of my search, I have concluded that there are zero (0) improved properties that meet the parameters of the search within DESD.

Background Information

Broker Contact:
Jason Smithson
NAI San Diego Commercial Real Estate Services
Vice President #01477835

I joined NAI San Diego in 2004. For 13 years he has specialized in office, retail and industrial tenant representation throughout San Diego County and California for both local and national accounts. Prior to working at NAI, I managed a Western Regional sales office for ESRI, specializing in the sale of analytical consulting projects for location and customer profiling applications. Since joining NAI, I have been the top producer six times.

I started working with the facilities and educational school leaders of Learn4Life network back in 2008 on several San Diego location requirements. Shortly thereafter, I began working on many expansion areas throughout the state, in part due to my understanding of the complicated and detailed variables that go into assessing locations and negotiating leases for "charter school" locations including: Zoning Requirements, Occupancy and Use Classifications, Use Contingencies, ADA/Title 24 compliance items, Building Systems conditions (Restrooms, HVAC, Electrical, Data) and space layout requirements just to name a few.

Parameters of Real Estate Search

As directed by the school, I conducted a search for improved properties available for rent located within the boundaries of DESD that could house the entire charter school. The parameters of the search involved identifying improved properties between 4,000 and 8,000 square feet in total size. Retail, Shopping Center/Strip Center, Industrial and Office Parks are all reviewed and considered for possible locations. Properties are assessed based on their size, location, access to

public transportation, condition of the space and project, space layouts, co-tenants, presence of Fire Sprinklers, use restrictions/zoning, level of ADA compliance (exterior and interior), leasing rates, etc.

Real Estate Search

For new locations or expansion needs, I use CoStar (a commercial real estate database, analytics and marketing software), LoopNet Premium (the most heavily trafficked commercial real estate searchable database system, the MLS (Multiple Listing Services utilized by licensed Real Estate Agents and Brokers) and even Craig's List for looking for locations. For school district area boundary identification, I use Maptechnica (www.maptechnica.com) to accurately define the search areas and verify these boundary areas with the facilities team at the school. On top of using search engines as mentioned above, I will drive the markets to look for locations as well as contact local brokers handling listings in the areas of interest also used to search for off market opportunities or spaces not being actively marketed that could possibly come available for lease. Email blasts have also been sent out to all brokers in the county with a "needs requirement" for finding locations.

Once a list of properties is generated that match the need of the requirement, contact is made with each listing agent to discuss the project, availabilities, co-tenants (if not freestanding)

The search for available improved properties within DESD's boundaries included researching specific property data from CoStar and LoopNet Premium. The areas were searched within the designated Map Area (Attachment A) by using a polygon tool to mirror the boundaries as well as ZIP Codes within that boundary. Within the DESD's boundary area, there are Zero (0) properties for lease, 4,000-8,000 Square Feet (Office, Retail, Industrial).

Conclusion

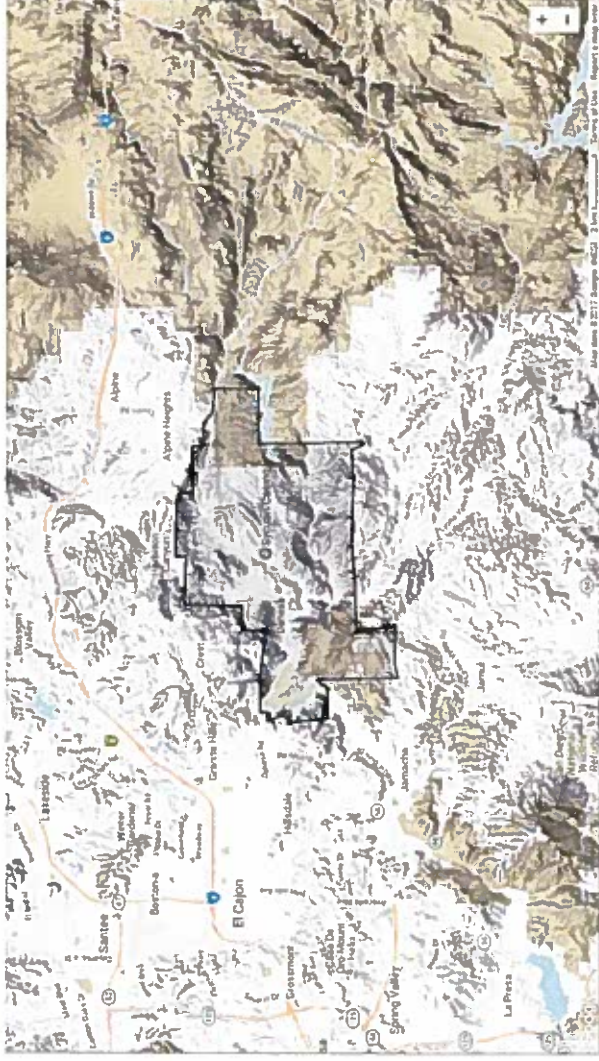
As a result of my research and investigation of facilities located within the DESD geographic area, I have determined that there are currently zero (0) facilities located within DESD that meet the school's parameters. Accordingly, there is no facility that can house the entirety of the school available within the DESD geographic area.

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Jason Smithson
Vice President
NAI San Diego



Map Style: Topographic

- Rail
- OH
- Cities
- Core Dis
- Counties
- ZIPs
- ZIPs
- Elementary School Districts
- On
- On
- Current Zoom: 12

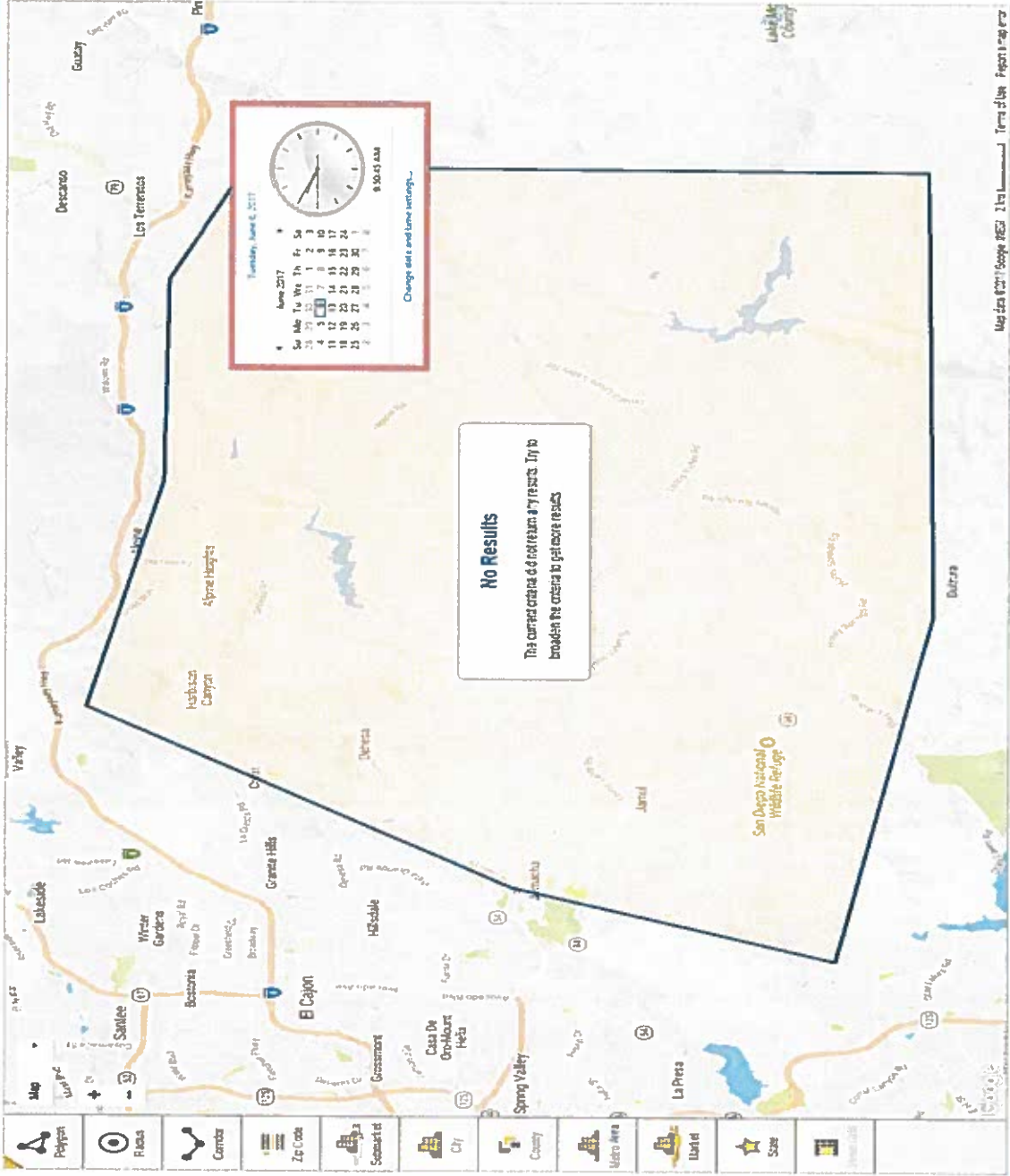
Geofacts for Dehesa ESD

The Dehesa ESD is located in the southeastern part of California near the cdp of Crest.

Enter an address or geography to re-center the map

Location

- Map
- Polygon
- Radius
- Center
- Zip Code
- Submarket
- City
- County
- Micro Area
- Tract ID
- Score
- Save



Clear

Additional Criteria View It Counts

Space Use
 Office
 Industrial
 Retail
 Flex
 Medical

Space Type
 New
 Rerlet
 Sublet

Available Space
 5,000 to 10,000 SF
 Contiguous in Building

Asking Rent
 \$ to \$
 SF/Mo
 Total Monthly
 Index to Unadjusted Rent

Services
 Full Service Gross
 Modified Gross
 Top's Net
 Bx & Class

Days On Market
 to to
 Months to Delivery
 to to

Type of Property
 Office
 Industrial
 Retail
 Flex
 Multi-Family

Building Status
 Existing
 Under Construction
 Proposed
 Under Renovation

Costs/Rating
 to to

Property Size
 to to SF
 Year Built
 to to

View Results



COLDWELL BANKER COMMERCIAL SC
Robert Kerr, CCIM, AACI
Senior Vice President
4250 Executive Square, Suite 530
La Jolla, CA 92037
DIRECT. (858) 987-4002
OFFICE. (858) 300-6777
CELL. (858) 354-5722
EMAIL. RKerr@CBCsocialgroup.com

June 1, 2017

Tres Simi
Diego Hills Central
177 Holston
Lancaster, CA 93535

Re: Dehesa Elementary School District Boundaries Facility Search

Dear Mr. Simi,

This letter is in response to your request that I review available facilities located within the boundaries of *Dehesa Elementary School District* ("DESD") for use by Diego Hills Central. The purpose of this search is to determine whether there are any improved properties available in DESD that meet the Diego Hills Central requirements as I understand them and are discussed below. As a result of my search, I have concluded that there are **NO** improved properties that currently meet the parameters of the search within DESD.

Real Estate Search Criteria

As directed by Diego Hills Central, I conducted a search for improved properties available for lease that were located within the boundaries of DESD and slightly beyond that geographic footprint, that could house the entire charter school. The parameters of the search involved identifying Retail, Office, Special Purpose and/or all improved properties between 5,000 and 10,000 square feet in total size that could meet the needs of the Diego Hills Central. All properties were assessed, reviewed and considered for possible locations based on their size, location, access to public transportation, condition of the space and project, space layouts, co-tenants, presence of Fire Sprinklers, use restrictions as applicable.

Real Estate Search

In researching for potential properties that could meet any new locations or expansion needs, I have utilized all available databases at my disposal including but not limited to the two main sources being CoStar (a commercial real estate database, analytics and marketing software) and LoopNet Premium (the most heavily trafficked commercial real estate searchable database system). For school district area boundary identification, mapping companies such as ESRI and Maptechnica and other similar resources have been used to accurately define the search areas and verify these boundary areas with the facilities team at Diego Hills Central. On top of using search engines as mentioned above, where appropriate I will/would drive the markets to look for locations as well as contact local brokers handling listings in the areas of interest also used to search for off market opportunities or spaces not being actively marketed that could possibly come available for



COLDWELL BANKER COMMERCIAL SC
Robert Kerr, CCIM, AACI
Senior Vice President
4250 Executive Square, Suite 530
La Jolla, CA 92037
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CELL. (858) 354-5722
EMAIL. RKerr@CBCsocialgroup.com

lease.

Once a list of properties is generated that match the need of the requirement, contact is made with each listing agent to discuss the project, availabilities, co-tenants (if not freestanding)

The search for available improved properties within DESD boundaries included researching specific property data from CoStar and LoopNet Premium. The areas were searched within the designated Map Area by using a polygon tool to mirror the boundaries as well as ZIP Codes within that boundary. Within the DESD boundary area, there no properties for lease, 5,000-10,000 Square Feet (Office, Retail, Industrial and Special Purpose).

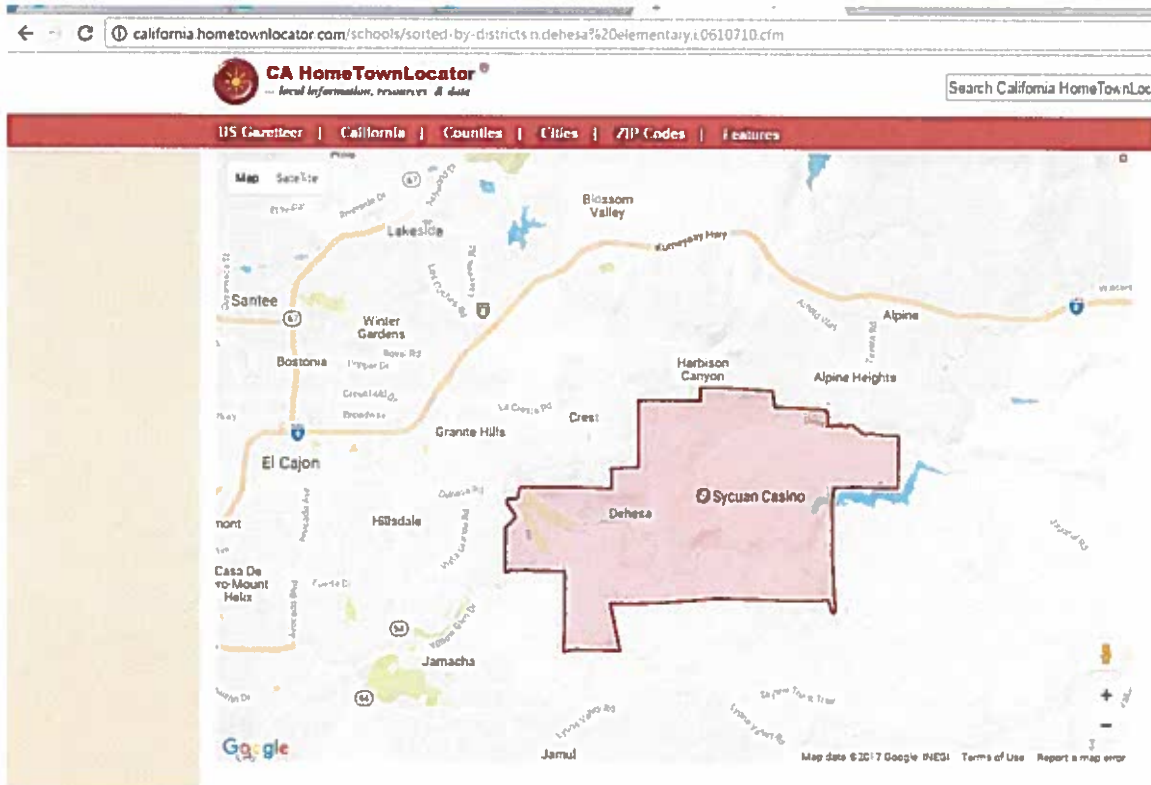
Search Parameters:

Dehesa Elementary School District (This Boundary Extends outside Dehesa Elementary School District Boundaries).

Office, Retail, Special Purposes: For Lease

5,000 Square Feet to 10,000 Square Feet:

Results: No Availabilities





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EMAIL. RKerr@CBCsocialgroup.com



Broker Bio:

See attached:

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Robert Kerr, CCIM, AACI
Senior Vice President
Coldwell Banker Commercial SC
CalBRE#: 01402162



ROB KERR

SENIOR VICE PRESIDENT

4250 Executive Square, Suite 530
San Diego, CA 92037
(858) 300-6777
rkerr@cbcsocalgroup.com
Cal BRE # 01402162

Robert Kerr is a Senior Vice President for Coldwell Banker Commercial SC. He has over 20 years of experience with an extensive, diverse background that includes both appraising as well as commercial and investment real estate sales.

Rob specializes in the acquisition and disposition of all types of investment and owner-user properties both locally, nationally and internationally. He is experienced in identifying and facilitating sale leaseback opportunities and has been involved in all property types as well as tenant and landlord leasehold representation.

The majority of Rob's transactions are concentrated in retail, medical office and industrial properties throughout Southern California and the Western US. He represents owners, buyers, landlords and tenants, guiding them through each transaction with the highest level of integrity, while conveying his energy, enthusiasm and exceptional professional work ethic. He is a reliable, proactive, problem solver with a proven track record. He continues to keep current with the latest in industry techniques, standards and market conditions to ensure that he maintains and increases his knowledge base, allowing him to better serve his client's needs. Rob continually consults with a number of attorneys, family trusts and offices with their real estate requirements including acquisitions, dispositions and repositioning of assets of all property types, including but not limited to Multi-Family, Retail Strip Centers and Net Investments.

Prior to joining CBC-SC, Rob was a Vice President with NAI San Diego Commercial. He completed over \$20M in transactions in 2016 and was named Broker of the Year.

Previously, Rob managed all facets of operations for startup companies to Fortune 500 organizations, holding both Executive and/or C-Level positions. Due to his overall experience and expertise, he was able to strengthen value, reduce operating costs and improve bottom line profitability for each entity.

Rob and his wife relocated to San Diego from Canada in 1997 so he could manage operations for an international company. They have three college graduated and active children. He is involved with numerous community organizations and enjoys all sports, whether he is coaching, participating or a spectator. He also enjoys just spending time with his family.

SIGNIFICANT TRANSACTIONS

- Assisted Numerous Small Local Companies to Large National/International Companies and a variety of owner-users in the Identification and Fulfillment of their real estate requirements, albeit Lease or Purchase.
- Worked with Numerous Restaurant groups including both New and Established Concepts to Accomplish End Goals and Expansion Plans.
- Numerous Multi-Family Sales over the years from a 4-Plex to over 25 Units.
- Completed Transactions including but not limited to some of the following:
 - Large Big Box Retailers such as CVS, Planet Fitness, Autozone, Ace Hardware, and Borders
 - Smaller Retailers like T-Mobile and Carlioha
 - NNN Investments such as Kneaders Bakery, Burger King, Taco Bell, Urgent Care, The Learning Experience and Kiddie Academy
- Various Office and Industrial Users including Lockheed Martin, Deseret Industries, and Owner-Users matching their Specific Individual Business Needs/Criteria.

Professional Associations & Designations

AACI (Accredited Appraiser Canadian Institute)

CCIM (Certified Commercial Investment Member)

CRA, NAR, ICSC

Licensed by the California Department of Real Estate (Lic. #01402162)

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Midas Agreement for Software License

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Since the approval of the Educator Effectiveness grant we have been looking for an online platform that will integrate our multiple learning platforms into one central system.

Report: Midas Education LLC is working with small school districts to provide this service at a reasonable cost. This system will integrate with our student information system as well as provide a platform for online report cards, progress reports, grade books, host all staff and district websites, and integrate MAP and CAASPP test scores. This will allow for data decisions to be made effectively.

Financial Impact: The initial cost will be \$5,000.00 which includes then subscription fee, data migration and set up, on-site training and support. After the initial year the cost will be \$2,700.00 and based on ADA.

Student Impact: An integrated online learning platform will promote student achievement. It will allow staff to have access to data at their fingertips.

Recommendation: Administration recommends approval of the Agreement between Midas Education LLC and Dehesa School District.

Agenda Item #: VII.C.2

**AGREEMENT BETWEEN MIDAS EDUCATION, LLC AND
DEHESA SCHOOL DISTRICT FOR SOFTWARE LICENSE**

This Agreement is made this 17th day of July, 2017, by and between **MIDAS EDUCATION, LLC**, a Wisconsin corporation, having its principal office at 1423 N. 121st Street, Wauwatosa, WI 53226 ("Licensor") and **Dehesa School District**, a public school district organized and existing under the laws of the state of California, having its principal office at 4612 Dehesa Rd., El Cajon, CA 92019, and acting by and through its superintendent or his/her delegate but without personal liability to him/her ("Licensee").

WHEREAS, Licensee wishes to improve its online services for the students and faculty of **Dehesa School District** by using Licensor's **MASSIVELY INTEGRATED DATA ANALYTICS SYSTEM (MIDAS)**; NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth herein, Licensor and Licensee agree as follows:

GENERAL TERMS AND CONDITIONS

- I. **LICENSE.** The License applies to the software as a service (SaaS) "MIDAS" (hereinafter called "the Software" or "the Service"), which is developed by Licensor. The function of the Software is to establish a learning platform. The License is the access to and use of the Software, and access to Licensor's website <https://dehesa.midaseducation.com>. Licensor agrees to grant to Licensee a non-exclusive, non-sublicensable, non-transferable license ("License and Subscription") to use the Software, as well as to provide data importation, hosting, training, and consulting to Licensee. Licensor authorizes Licensee to create accounts for the referenced website for staff and students served by Licensee (as well as students' parents), in order that the users have access to the Software and the website during the License Period.
- II. **LICENSE PERIOD.** The license is valid for 1 year, commencing on July 1, 2017 and ending on June 30, 2018, unless terminated earlier in accordance with the terms of this Agreement.
- III. **PAYMENT AMOUNT AND ADDITIONAL TERMS.** The License and Subscription amount is fifteen dollars (\$15.00) per student per fiscal year. The number of students will be 180 students; the full license and subscription amount for the one-year term shall be due on August 31, 2017.

The fee for conversion is a one-time fee of four dollars (\$4.00) per student, payable within thirty (30) days of receipt of invoice. There will be no additional fees for hosting. Licensor will provide training at a rate of one thousand, five hundred dollars (\$1,500.00) in the first year; this will include up to one on-site visit of one day each. Additional days of on-site training, days of training requiring more than one on-site trip, or training in subsequent years will be provided at a rate of one thousand, five hundred dollars (\$1,500.00) per day; travel expenses will be included. If Licensee requests custom

development work outside of Licensor's normal scope of work, the work and fees will be negotiated and mutually agreed upon. Licensee shall have up to thirty (30) days to pay any invoice.

- IV. **FORWARD LICENSING AND SALE.** Licensee shall not transfer its rights under this Agreement to any third person by sale, forward licensing, leasing, rental, or in any other manner.
- V. **RIGHTS TO THE SOFTWARE.** Licensor has the right of ownership and the copyright to the Software. Except as expressly stated in this Agreement, this Agreement does not give Licensee any right of ownership or copyright to the Software.
- VI. **USAGE RESTRICTIONS.** Licensee may access the Service only in connection with the internal operations of Licensee's business. Users may not: (i) access the Service for purposes unrelated to the internal operations of Licensee's business; (ii) copy, alter, modify, adapt, translate, de-compile, or disassemble the Software or any of its elements; or (iii) create derivative works from the Software or any of its elements.
- VII. **HARDWARE AND SOFTWARE.** Licensee is aware of the special requirements to its own hardware and software (including other licensees) imposed by use of the Software and the website, and therefore carries the entire risk for the functionality of its own hardware and software, including the network solutions with which the Software and/or the website directly or indirectly interface. Licensor is not responsible for compatibility between the Software and/or the website and Licensee's software and/or hardware.
- VIII. **WARRANTY.** Licensor warrants that the Software shall be substantially free from defects in material and that the Software shall provide the material functions indicated in any materials and publications provided to Licensee by Licensor if Licensee's computer is properly functioning. This warranty shall not cover any defects which do not materially impair the ability of Licensee to use the Software. If Licensee discovers any material defect and reports it to Licensor, Licensor may, at its sole option, either repair the Software at no cost to Licensee or terminate this Agreement. Except as provided herein, Licensor makes no representations or warranties of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Licensee has the right to terminate this Agreement if Licensee shows reasonable cause that the Software fails to provide the material functions and services demonstrated or represented in the materials and publications provided to Licensee by Licensor. Licensor will then refund to Licensee the portion of the License Fee indicated by the number of months remaining in the License Period. Licensee shall not hold Licensor responsible for Licensee's losses incurred by reason of the website and/or the Software not being available for technical or other causes.
- IX. **NON-INFRINGEMENT WARRANTY AND RESPONSIBILITY.** Licensor represents and warrants that the Software, when properly used as contemplated herein, will not infringe upon or misappropriate any United States copyright, trademark, patent,

or the trade secrets of any third persons. Upon being notified of such a claim, Licensor shall, at Licensor's sole option: (i) defend through litigation or obtain through negotiation the right of Licensee to continue using the Software; (ii) rework the Software so as to make it non-infringing while preserving the original functionality, or (iii) replace the Software with functionally equivalent Software. If none of the foregoing alternatives provide an adequate remedy, Licensee may terminate this Agreement. Licensor will then refund to Licensee the portion of the License Fee indicated by the number of months remaining in the License Period. Licensor shall indemnify and hold Licensee harmless with respect to any infringement or misappropriation claim made by any third party with respect to the Software provided Licensee gives notice of any such claim to Licensor within a reasonable period of time so that Licensor has the opportunity to defend the claim without limitation or prejudice.

Licensor shall not be responsible for any infringement of the copyrights of third persons in respect to information on the website placed there by Licensee. Licensee shall not hold Licensor responsible for losses caused by incorrect or incomplete information on the website and/or the Software that may bring financial loss and/or inconvenience upon third parties. Licensee shall indemnify Licensor in respect to any infringement upon a third person's rights with origin in information from Licensee.

- X. **TERMINATION.** Each party can terminate the Agreement with immediate effect if the other party is guilty of material breach of his or her commitments pursuant to this Agreement and the guilty party does not improve the situation within thirty (30) calendar days of receiving a written notice with a request to correct the situation. If Licensee terminates the agreement, Licensee can demand the return of a proportionate share of the License Fee corresponding to what remains of the License Period.

DATA TERMS AND CONDITIONS

- XI. **PERSONAL INFORMATION AND CONTENT.** Licensee owns the content and the personal information he or she introduces into the system and is responsible for the personal information stored on the Software. Licensee is responsible for meeting any public requirements to inform, report, or apply for concession for the data processing. Licensor recommends that Licensee obtain prior consent of users or their parents/guardians to enter data into the system.

Licensee will have the option to enable or disable students' social networking features (including, but not limited to, the ability to add friends and view other students' profile pages). Should Licensee choose to enable these features, Licensee assumes full responsibility for complying with the Children's Online Privacy Protection Act (COPPA). Licensee will further assume responsibility for ensuring that students abide by Licensee's Acceptable Use Policy, which policy requires—and must continue to require—that students comply with all Licensees' service providers' posted terms and conditions and that students do not engage in "cyberbullying." If any students suffer

harm as a result of their own or other users' failure to abide by Licensee's Acceptable Use Policy with respect to Licensor's Service, Licensee will hold Licensor harmless.

If Licensee seeks to use the Service to access and analyze Licensee Data, Licensee: (i) will provide such data to Licensor in compliance with applicable legal requirements and restrictions and without infringing the rights of any third party; (ii) appoints Licensor its agent and authorizes it to use, copy, format, store, modify, and display Licensee Data through the Service for Licensee's benefit; and (iii) authorizes Licensor to access Licensee Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support for Licensee's benefit. During the life of the Agreement and for sixty (60) calendar days after termination, Licensor will preserve and maintain Licensee Data and provide Licensee with a file of its Licensee Data upon written request. Afterwards, Licensor will have no obligation to preserve or return any Licensee Data.

- XII. **CONFIDENTIALITY.** All data and other information shared between the parties will be kept confidential and protected with commercially reasonable measures at least equal to the ones used to protect the recipient's own confidential information (and in no event will such measures be less than commercially reasonable). Nothing contained in this Agreement will prevent a party from disclosing the other party's confidential information if ordered to do so by a court or government agency.
- XIII. **INJUNCTIVE RELIEF.** In the event that Licensee breaches provisions of this Agreement concerning Licensee's obligation to protect Licensor's confidential and proprietary information, including creating unauthorized accounts or granting unauthorized access to authorized accounts, Licensee agrees that there would be no adequate remedy at law, and accordingly, Licensee agrees that Licensor, in addition to any other available legal or equitable remedies, is entitled to seek injunctive relief against such breach without any requirement to post bond as a condition of such breach.

HOSTING SERVICES TERMS AND CONDITIONS

- XIV. **APPLICATION MANAGEMENT.** Licensor operates MIDAS for Licensee as a hosted service and provides access to the latest version of the Software at any given time. Information in respect to notices of downtime, operational disturbances, maintenance, and other circumstances influencing the Service and the users shall be transmitted to a separate e-mail list containing all contact and support personnel specified by Licensee. Notification of planned downtime during working hours shall, under normal circumstances, be given no later than 10 days before the event.
- XV. **DATA CENTER.** As part of providing the Service, Licensor may store and process Licensee data in the United States or any other country in which Licensor or its subcontractors maintain facilities. By using the Service, Licensee consents to this transfer, processing, and storage of Licensee data.

All facilities used to store and process Licensee data have implemented at least industry standard systems and procedures to ensure the security and confidentiality of Licensee data, protect against anticipated threats or hazards to the security or integrity of Licensee data, and protect against unauthorized access to or use of Licensee data.

- XVI. AVAILABILITY GUARANTEE.** Availability is measured in the form of uptime where uptime is defined as the period when Licensee has access to the Service (i.e. when the users are able to handle and receive transactions) with defined functionality and response time.

The Service has a minimum of 99.8% uptime twenty-four (24) hours a day, seven (7) days a week, except for notified periods of updating and maintenance. The uptime guarantee does not include loss of access to software caused by circumstances beyond Licensor's control, or loss of access to software that is of little or no significance in Licensee's day-to-day operation.

- XVII. STORAGE CAPACITY AND BACKUP.** Licensor utilizes real-time master-master replication and backs up all data for permanent archival each week. As many as three versions of each file may be stored. There are no limits regarding Licensee's storage capacity as regards database records. Licensee agrees to enable Google Apps for Education integration for its users; thus, there is no limit regarding Licensee's storage capacity, beyond that imposed by Google. For files uploaded directly to MIDAS, initial storage capacity shall be 10 GB per school. Licensor enforces file size limits for uploads in order to aid Licensee in keeping its users within reasonable limits. Licensee may request that Licensor make additional capacity available as needed (in steps of 10 GB and at a cost of \$500.00/year/10 GB). Licensor will perform file recovery at a standard hourly rate of seventy-five dollars (\$75.00) per hour.

- XVIII. RESPONSE TIME.** Licensor shall attempt to achieve a response time as low as possible and that should under no circumstances be more than 200 milliseconds (server side) for a minimum of 98% of queries.

- XIX. HARDWARE AND SOFTWARE.** Licensor is responsible for all software, hardware, and equipment in the data center and will ensure that it is fit for purpose and scaled out when necessary.

- XX. SERVICE LEVEL GUARANTEE AND PAYMENT REDUCTIONS.** In case of deviation from agreed uptime:

- i. With uptime higher than or equal to 98% but lower than 99.8%, Licensee can demand a rebate of 3% of the License Fee cost per month.
- ii. With uptime higher than or equal to 97% but lower than 98%, Licensee can demand a rebate of 5% of the License Fee cost per month.

- iii. With uptime higher than or equal to 96% but lower than 97%, Licensee can demand a rebate of 7% of the License Fee cost per month.
- iv. With uptime higher than or equal to 95% but less than 96%, Licensee can demand a rebate of 10% of the License Fee cost per month.
- v. Availability measured below 95% constitutes material breach, and Licensee can elect to terminate the Agreement with immediate effect. Licensor will then refund to Licensee the portion of the License Fee indicated by the number of months remaining in the License Period.

TRAINING AND SUPPORT TERMS AND CONDITIONS

XXI. TRAINING. Licensor agrees to provide training at Licensee's request. Licensor shall conduct training during normal business hours to those employees of Licensee who will be using the Software during a number of sessions and at a schedule that is mutually agreeable to Licensor and Licensee. Each of Licensee's employees must have access to his or her own device during training.

XXII. PURPOSE AND SCOPE OF SUPPORT SERVICE. Representatives appointed by Licensee (hereinafter called "designated support users") have the right to use Licensor's support services. This includes:

- Assistance via on-site appointments, telephone, e-mail, and Web
- Assistance by Licensor logging onto Licensee's site
- General inquiries

Licensee can nominate two (2) designated support users who will be eligible for support.

XXIII. LICENSOR'S SUPPORT COMPETENCY. It is Licensor's responsibility to ensure that the available staff is competent to answer questions related to the Software or can escalate requests that need a deeper understanding of the product or technology. It is Licensee's responsibility to inform Licensor's support staff of any client-specific circumstances that may affect the handling of the request.

XXIV. RESPONSE TIME GUARANTEE. Licensor guarantees to commence assistance/help on technical issues within one (1) business day after having received a request by designated support personnel between 7:00 a.m. and 7:00 p.m. on normal working days but excluding Christmas Eve, New Year's Eve, and public holidays. MIDAS Education uses Mountain Standard Time (MST).

MISCELLANEOUS TERMS AND CONDITIONS

XXV. JURISDICTION AND VENUE. The parties enter into this Agreement in the state of Wisconsin and shall construe and enforce the Agreement in accordance with the laws of

Wisconsin. The parties agree that the exclusive venue for any litigation commenced by either party relating in any manner to this Agreement shall be the state courts located in Milwaukee County, Wisconsin and the United States District Court for the District of Wisconsin. The parties waive any right to object to venue as set forth herein, including any argument of inconvenience for any reason. Further, the parties both agree that in the event a dispute arises under this Agreement, the parties will seek to resolve the dispute amicably before commencing litigation and further agree to engage in formal mediation prior to commencing suit (with the exception of disputes arising from section XIII of this Agreement).

- XXVI. **ASSIGNMENT.** Licensee may not assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Licensor, and any such attempted assignment shall be void. The rights and obligations of Licensor under this Agreement shall inure to the benefit of the successors and assigns of Licensor.
- XXVII. **SEVERABILITY.** The provisions of this Agreement are severable, and in the event any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. The parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.
- XXVIII. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the parties, or as authorizing either party to act as agent for the other.
- XXIX. **FORCE MAJEURE.** Each party will be excused from performance under this Agreement, and will not be deemed in breach hereof, and will have no liability to the other party whatsoever, if Licensor is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, terrorism, civil disturbance, court order, third party performance or nonperformance, or other cause beyond Licensor's reasonable control.
- XXX. **SURVIVAL.** The provisions of this Agreement concerning warranties, limitations of liability, indemnities, confidentiality, and interpretation of this Agreement shall remain in effect after the termination of this Agreement.
- XXXI. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between Licensor and Licensee with respect to the transaction identified herein. This Agreement may not be amended or modified except by a writing executed by both parties.

SUMMARY OF CHARGES

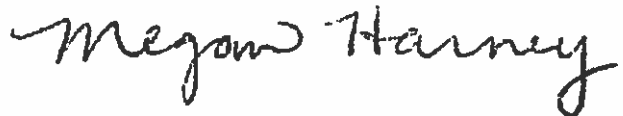
- \$2,700 annual subscription fee
- \$720 one-time data migration and setup fee
- \$1,500 on-site training fee
- \$80 support fee

Total Contract: \$5,000

IN WITNESS whereof, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DEHESA SCHOOL DISTRICT
El Cajon, CA

MIDAS EDUCATION, LLC
Wauwatosa, WI



MEGAN HARNEY, CEO

Date: _____

Date: July 16, 2017

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Energy Coalition
Project Addendum No. 2

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

On May 1, 2015, a coalition of 40 San Diego County School Districts, including Dehesa, and the County Office of Education (Coalition) executed a Memorandum of Understanding on Undertaking Collective Action (MOU). This MOU contained Project Addendum #1 which launched an initiative to pursue remedies for the electricity rate shock experienced by all San Diego school districts the year before. In one year, school districts saw their electricity bills rise by an average of 40%, with some experiencing over a 70% increase. This was primarily caused by skyrocketing electricity rates, since only 6% of the increase was attributable to increased usage. This resulted in \$37 million of increased operational costs for school districts annually, thereby diverting Local Control Funding Formula funds away from the goal of increasing or improving services for students.

In order to continue to advocate for lower electricity costs and protection of solar investments for school districts, it is necessary to intervene in the next GRC, scheduled to be submitted in 2018, and continue to pursue legislative remedies. San Diego County Chief Business Officers are in favor of a continuation of a Coalition (Extended Coalition). As of July 26, 2017, 40 of the 42 San Diego school districts and the County Office of Education expressed an interest in continuing (Initiative). The San Diego County Office of Education will be the Administrator/Project Manager for this Initiative, and Project Lead roles will consist of Karl Christensen, Assistant Superintendent Business Services for Santee School District and Gina Potter, Deputy Superintendent for Lemon Grove School District.

Report:

Approval of the Project Addendum No. 2 will allow the Coalition ("SDS") to continue to advocate, intervene, and propose in legislation with the goal to protect schools from the escalating cost of electricity.

Financial Impact:

If the coalition is successful, the District will be protected from the proposed cost increases. The cost is based on a tier system. For a small school district, cost for this initiative is \$1,264.00.

Student Impact:

NA – For Informational Purposes Only

Agenda Item #: VII.C.3

PROJECT ADDENDUM NO. 2

1. **Name of Initiative:** San Diego Schools Coalition for Electricity Cost Reduction (“SDS”)
2. **Objective/Scope of Work:** The SDS will intervene in the next San Diego Gas & Electric Company General Rate Case, Phase II (“GRC”). The GRC is anticipated to be filed in 2018 but it may be filed earlier or later. In the GRC, the SDS will advocate to eliminate or mitigate any proposed San Diego Gas & Electric Company (“SDG&E”) rate increases on SDS participants. This advocacy may indirectly benefit other public schools within SDG&E’s service territory to the extent advocacy results in benefits applicable to all public schools. In addition, this advocacy may also include efforts to reduce or otherwise mitigate rate increases on SDS participant school sites with current or future renewable energy investments. The scope of work will include retention of legal counsel, Best Best & Krieger LLP (“BB&K”) and consultant Dr. Lon House to prepare and file all written documents on behalf of the SDS members, as well as all other tasks identified in the proposed work plan for legal services described below. In addition, the SDS may participate in efforts to propose or support legislation to provide assistance to public schools on energy-related matters, including, but not limited to, placing schools in a separate rate class.
3. **Budget:** The proposed budget is an estimated amount of \$155,500 with \$127,500 budgeted for legal counsel with BB&K, \$18,000 for consultant fees for Dr. Lon House, and \$10,000 for other potential costs. All fees from BB&K and Dr. Lon House, or other contracted third vendors agreed upon by the Parties, shall be billed to the Administrator, as defined in Section 5 below, on an hourly time and materials basis with appropriate documentation, including but not limited to descriptive tasks.
4. **Funding Provisions:** Each Party shall pay a proportionate share of the costs, less the amount of estimated carryover from Project Addendum No. 1, based on the district’s size as measured by 2016-17 P-2 ADA in three (3) payments as specified in the table below:

District Size	Proportionate Share	Payment 1	Payment 2	Payment 3
Less than or equal to 2,500 ADA	\$1,264.00	40% Paid upon signing Project Addendum	30% Paid on or near September 30, 2018	30% Paid on or near July 31, 2019 with true-up of actual costs incurred at end of Initiative
2,500.01 ADA to 10,000 ADA	\$3,389.00			
10,000.01 ADA to 40,000 ADA	\$3,791.00			
Greater than 40,000 ADA	\$17,691.00			

5. **Identity of Administrator and Project Manager:** The San Diego County Office of Education (“SDCOE”) shall be the Administrator for this Initiative, with the Assistant Superintendent Business Services acting as the designated Project Manager. The Project Manager shall work collaboratively with the Project Lead(s), as defined in Section 6 below, to coordinate efforts and resources for the Initiative and provide legal and strategic direction as described below.
6. **Identity of Project Lead(s):** Karl Christensen, Assistant Superintendent Business Services for Santee School District and Gina Potter, Deputy Superintendent for Lemon Grove School District shall be the Project Lead(s) for this Initiative. BB&K and Dr. House will be directed on strategy and other decisions by the Project Lead(s) who will reasonably consult in advance with

SDS participants. The Project Lead(s), in consultation with the Project Manager, shall obtain input from SDS participants as necessary for completion of the Initiative as further outlined herein or as otherwise agreed to by SDS participants by an amendment to this Project Addendum. Project Lead(s) agree(s) that it will cause SDS participants, either through BB&K or in their capacity as Project Lead(s), to timely provide draft and filed copies of any documents related to this Initiative. Parties agree that emailed .pdf copies of said documents are sufficient.

7. Process for Decision-Making, Determination of Courses of Action, and Setting Strategic Direction: The Parties shall use a process of obtaining consensus from all Parties participating in this Initiative before finalizing decisions, courses of action, and strategic direction. Consensus shall mean that each Party has the opportunity to completely express their point of view and be heard prior to finalization and that the final decision, course of action, and/or strategic direction can be supported by all Parties. In the event that consensus cannot be reached, a vote shall be taken of those present during the discussion. The decision, course of action, and/or strategic direction receiving the majority of votes shall be final.

8. Process for Providing Legal Direction: Whenever possible and practical, the Project Lead(s), in consultation with the Project Manager, will obtain consensus from SDS participants on legal strategy when requested by joint legal counsel prior to providing direction to legal counsel ("Legal Direction"). When Legal Direction needs to be provided and obtaining the consensus of SDS participants is not possible or practical, the Project Leads and Project Manager shall work together to decide on the best Legal Direction and may provide this to legal counsel without obtaining the consensus of SDS participants. In this case, a report shall be provided to all SDS participants as soon as practical on the Legal Direction provided and the reasons for such direction. In the event consensus cannot be reached between the Project Leads and Project Manager, the Legal Direction favored by two of the three participants shall control.

9. Waiver of Conflicts: All SDS participants recognize and expressly acknowledge that for purposes of this Initiative, they will be represented concurrently by BB&K through the Project Manager and Lead(s). At this time, SDCOE and all SDS participants are in the exact same legal position under the GRC and are treated exactly the same by the GRC. Accordingly, there is currently not a circumstance where the GRC does not apply equally to SDCOE and all SDS participants. While BB&K does not anticipate that these facts will change, it is possible that there could be a potential conflict amongst the SDS participants that might arise in the future given the collective nature of BB&K's representation as to this Initiative. Accordingly, execution of this Project Addendum by each SDS participant also constitutes an acknowledgment of full disclosure of such possible conflict issues by BB&K, as described below in compliance with the requirements of Section 3-310 of the California Rules of Professional Conduct and informed consent by the SDS participants.

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
 - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client, a person, or entity whose interest in the first matter is adverse to the client in the first matter.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

POSSIBLE ADVERSE CONSEQUENCES

BB&K is obliged to inform each SDS participant of any actual or reasonably foreseeable adverse effects of this representation. It is possible that:

- BB&K may be tempted to favor the interests of one client over the other.
- BB&K's exercise of independent judgment to each SDS participant may be impaired or clouded by our relationship with the other SDS participants.
- BB&K may not be able to present the appropriate position, claims or defenses for a client in order to avoid taking adverse positions to the other client.
- BB&K may be restricted from forcefully advocating a client's position for fear of alienating the other client.
- BB&K may impair the position, claims or defenses of one client because of an adverse position BB&K takes for another client.
- Disputes may arise between both clients regarding tactics, objectives or resolution of this matter because of BB&K's joint representation of both clients. SDS participants acknowledge that BB&K will be directed in this matter by the Project Lead(s).
- BB&K may disclose confidential information to a client that the other client would not like revealed since BB&K cannot keep confidences between clients on the same matter.
- BB&K may be forced to withdraw from representing either or both clients because of disputes or further conflicts of interest which could increase either or both clients' attorney's fees and costs.
- There may be an appearance of impropriety in BB&K's representation of multiple clients simultaneously.
- After the matter is concluded, the clients may make conflicting demands for the client file.

BB&K will carefully monitor all such potential conflict issues and will provide the Project Lead(s) and the SDS participants with regular updates, including but not limited to, whether any potential conflicts or divergent positions are possible and/or have arisen. SDCOE and SDS participants may then seek to amend this Project Addendum as necessary.

10. Joint Defense and Common Interest: The SDS participants have concluded and hereby acknowledge that they share common interests in the Initiative, pursuant to the "common interest doctrine" described in *Raytheon Co. v. Superior Court* (1989) 208 Cal.App.3d 683, and cases decided thereafter, which allow parties to share privileged communications without waiving a statutory privilege, when certain conditions are fulfilled. Each SDS participant may, in its discretion, provide confidential or privileged communications, documents and/or information concerning the parties' common interests to another SDS participant pursuant to this Project

Addendum, but has no obligation under this Addendum to provide any such communications, documents, or information. The exchange of those confidential or privileged communications, documents, or information is strictly voluntary. Upon a SDS participant's transmission of such communications, documents or information to one or more other parties under this Addendum, those communications, documents or information become Joint Defense Materials subject to this Addendum's terms. For purposes of this Addendum, "Joint Defense Materials" include, but are not limited to, all communications (including communications related to the Initiative made prior to the execution of this Addendum), factual materials, mental impressions, legal analyses, theories, or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by a privilege or similar protections and that are exchanged among the parties and their counsel to facilitate the common interest of the Parties in the Addendum. Joint Defense Materials are protected by the attorney-client privilege, attorney work product doctrine, deliberative process, official information or any other applicable privilege, immunity, or exemption from disclosure and are intended to and shall remain privileged and confidential and shall not be disclosed at any time to anyone other than: (a) attorneys of record for the SDS participants and their associates and support staff working on the Initiative, (b) inside counsel, employed by each party and working on the Initiative, (c) independent consultants and/or experts retained by the SDS participants, and (d) elected officials, directors, officers, employees and agents of the SDS participants, except pursuant to court order or the written consent of the parties. Transmittal of Joint Defense Materials between and among the Parties shall not be construed in any way as a waiver of any applicable privilege, immunity, exemption from disclosure, or similar protection.

11. Proposed Work Plan for Legal Services:

BB&K and Dr. House shall provide a work plan upon the filing of the GRC to the Project Lead(s) as soon as practical.

12. Proposed Project Schedule. BB&K and Dr. House shall provide a project schedule upon the filing of the GRC to the Project Lead(s).

13. Provisions of MOU Incorporated. Except as otherwise expressly set forth above, this Project Addendum incorporates the original Memorandum of Understanding for the Undertaking of Collective Action ("MOU") between the Parties, and all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Party to the MOU hereby approves this Project Addendum No. 2 as set forth below by its respective duly authorized officer.

Participant Name: Dehesa School District

By: _____

Name: Anna Buxbaum

Title: Business Manager

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: California School
Employee's Association
Agreement

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: This year the Dehesa School District and the California School Employees Association have negotiated a 3 year contract agreement.

Report: Attached is the Agreement between Dehesa School District and California School Employees Association.

Financial Impact: The cost of the agreement is \$52,335.00 for all three (3) years.

Student Impact: Indirect

Recommendation: Management recommends approval of the agreement between CSEA and the Dehesa School District.

Agenda Item #: VII.C.4

SUMMARY OF
TENTATIVE AGREEMENT
2016/2017 THROUGH 2018/2019

By and Between
DEHESA SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
DEHESA CHAPTER # 663

Article 11.1 PAY AND ALLOWANCES: increased the salary schedule by 1% and 1% off schedule retro to 7/1/16, also increase the salary schedule by 4% effective 9/1/17, and on 7/1/18 the salary schedule will be increased by 6%.

Article 12 EMPLOYEE BENEFITS: 12.1 Status quo with the exception of adding Acupuncture benefits and CSEA accepts the \$10,500 cost to district cap with renegotiation rights when medical cost approach \$10,500

Article 12 EMPLOYEE BENEFITS: 12.2 – 12.4 Status quo

Article 12 EMPLOYEE BENEFITS: 12.5 - limits on new hire

Appendix A : Add 2 staff days and reduce student care work year

Update Student care job description

See attached TAs

This will complete Salary and Benefits negotiations though 6/30/19

Language on Maternity leave, Layoffs, New members and errors in payment still need to be negotiated.

Up to 2 reopeners will be submitted on or about March 15, 2018

Accepted by the Superintendent
For the District

Nancy Hauer 8-10-17
Nancy Hauer, Superintendent Date

Accepted by CSEA President
For the Association

Jackie Finch 8/10/17
Jackie Finch, President Date

Accepted by CSEA LRR

Dan Ortiz, LRR Date

TENTATIVE AGREEMENT
2016/2017 THROUGH 2018/2019

By and Between
DEHESA SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
DEHESA CHAPTER # 663

ARTICLE 11: PAY AND ALLOWANCES

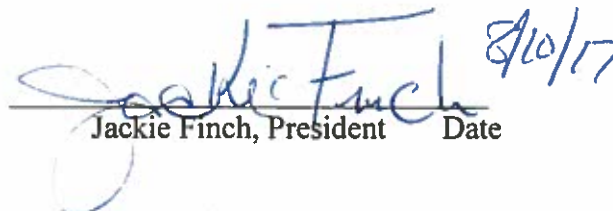
11.1 Regular Rate of Pay: Status quo except the Chapter accepts the Districts offer of a 1% salary schedule increase and a 1% of salary off schedule for all bargaining unit members effective July 1th 2016, a 4% salary increase effective 9/1/17 and a 6% increase on schedule effective 7/1/18. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.

11.11 Equity Clause: Should any other employee group at District receive any salary increase or benefit greater than the CSEA bargaining unit, the Association shall receive parity and equity.

Accepted by the Superintendent
For the District


Nancy Hauer, Superintendent Date 8/10/17

Accepted by CSEA President
For the Association


Jackie Finch, President Date 8/10/17

Accepted by CSEA LRR

Dan Ortiz, LRR Date

TENTATIVE AGREEMENT
2016/17 THROUGH 2018/2019

By and Between

DEHESA SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
DEHESA CHAPTER # 663

ARTICLE 12: EMPLOYEE BENEFITS

12.1 **Health Insurance:**

12.1 The District agrees to provide eligible employees health benefits. The District will pay a pro rata share of health benefits for employees that are hired/promoted to work twenty (20) hours or more per week. The District will pay full benefits for employees hired/promoted to work thirty (30) hours or more per week. . Coverage is for employees only. **District shall pay up to \$10,500 per eligible employee per year. Should at any time the \$10,500 not be sufficient to cover an employees only health insurance, then both parties agree to enter into negotiations within 30 days.** ~~The District's cost will be \$7,914.00 for the 2016-2017 school year for current employees only. . The District will provide new employees hired after the ratification of this agreement, whom are eligible for health benefits, medical insurance of the least expensive medical insurance plan offered by the District.~~ **For those employees hired prior to 6/30/12, the District shall give the employee the option of any of the employee only plans available. If the new Employees hired after 6/30/12 may chooses to opt for a more expensive plan, the difference in cost will be paid by the employee. Newly hired full time and less than eight (8) hour employees are not eligible to OPT out of medical insurance.**

12.2 **Dental Insurance:**

12.2.1 For the life of this agreement, the District will provide dental insurance for all employees who are hired/promoted to work twenty (20) hours or more per week. ~~at an annual cost of \$354.48.~~ Coverage is for employees only.

12.3 **Life Insurance:**

12.3.1 For the life of this agreement, the district will provide a \$10,000 **\$50,000** life insurance policy for all employees who are hired/promoted to work fifteen (15) hours or more per week. ~~at an annual cost of \$48.00.~~ Coverage is for employees only.

12.4 **Vision Insurance:**

12.4.1 For the life of this agreement, the district will provide vision insurance (VSP-VEBA) Plan B with \$ 25.00 Deductible for all classified employees. ~~at an annual cost not to exceed \$91.12.~~ Coverage is for employees only.

12.5 **Early Retirement Benefits:**

12.5.1 Effective June 1, 2006, a unit member who has provided a minimum of fifteen (15) continuous years of service to the district, who retires directly from district service to enter PERS service retirement, who is at least sixty (60) years of age on the effective date of retirement, shall be eligible, as of the date, to participate in the district medical benefit plan(s). The District contribution for this plan shall be equal to the contribution rate the member is entitled to at the time of their retirement, subject to that contribution and that plan being amended from time to time as a result of future negotiations. Eligibility will continue until the unit member reaches the age of 65 or becomes eligible for Medicare coverage, whichever occurs first.

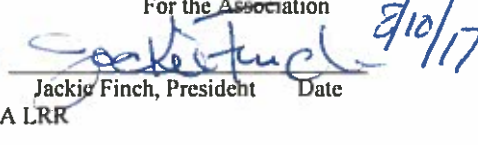
The District will provide employees hired after July 1, 2006 (whom are eligible for health benefits as per the above clause) medical insurance of the least expensive medical insurance plan offered by the District. If the Employee chooses to opt for a more expensive plan, the difference in cost will be paid by the employee.

Employees hired after August 17, 2017 are not eligible for 12.5 Early Retirement Benefits.

Accepted by the Superintendent
For the District

Accepted by CSEA President
For the Association


Nancy Hauch, Superintendent Date


Jackie Finch, President Date

Accepted by CSEA LRR

Dan Ortiz, LRR Date

TENTATIVE AGREEMENT
2017/2018
By and Between
DEHESA SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
DEHESA CHAPTER # 663

APPENDIX A
Page 1 of 4

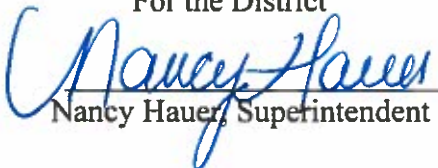
CSEA Hourly Classification Chart

Classification	Range	Supperintendent's Designee	Positions less than 12months minimum workdays
Student Care Assistant	1	Principal	* 185
Receptionist	1	Principal	183 185
Child Nutrition Assistant	2	Principal	183 185
Multitask Worker	2	Principal	183 185
Instructional Aide	5	Principal	183 185
Special Ed Instructional Aide	5	Principal	183 185
Bilingual Instructional Aide	5	Principal	183 185
Multimedia Center Instructional Aide	5	Principal	183 185
Student Care Leader	5	Principal	* 185
Student Care Coordinator	8	Principal	* 193
Clerk Typist	9	Principal	183 185
Custodian or Groundskeeper	9	Principal	*
Custodian or Groundskeeper	9	Principal	183 185
Secretary	10	Principal	183 185
Accounts Clerk	11	BUS MGR	*
Instructional Multimedia Technician	11	Principal	193 195
Child Nutrition Coordinator	11	BUS MGR	191 193
School/District Administrative Clerk	11	Principal	*
School Bus Driver	12	Principal	186 188
Instructional Assistant	15	Principal	183 185
Transportation Coordinator	15	Principal	203 205
Maintenance/Operations Lead	15	Principal	*
TC/SBD Instructor	16	Principal	203 205

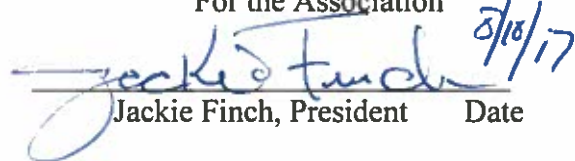
*12 month employee

Board approved

Accepted by the Superintendent
For the District


Nancy Hauer, Superintendent Date

Accepted by CSEA President
For the Association


Jackie Finch, President Date

Accepted by CSEA LRR

Dan Ortiz, LRR Date

DEHESA SCHOOL DISTRICT

Position Description

Title:	Student Care Coordinator	Classification:	Classified
Department:	Dehesa Student Care	Work Year:	12 10 Months
Reports To:	Superintendent /Principal	Salary:	Group 5 Range 8

GENERAL SUMMARY

Under the direct supervision of the ~~Superintendent~~/Principal to supervise students during student care program(s) and to provide supervision and direction of the Student Care Group Leaders and Student Care Assistants. This is a part-time, ~~12~~ 10 month, ~~position with a minimum of 2 hours per shift, 10 hours per week and a maximum of 25~~ 30 hours per week ~~position~~.

PRINCIPAL DUTIES AND REPONSIBILITIES

Sets work schedules, monitors and direct Student Care workers in the implementation of their duties. Order and inventory supplies, to include food, craft, and curriculum items. Prepares and distributes nutritious snacks or meals. Supervises students on and off campus, in accordance with the Dehesa Student Care Mission. Encourages proper student behavior and maintains student's safety and discipline. Provides indoor and creative activities by development of written activity plans. Organizes and supervises outdoor play and creative activities. Maintains records upon request. Conduct billing of parents; the Business Manager shall assist in the collection of delinquent payments past due thirty (30) days or more. Assists students with homework. Reports any unusual or improper actions to appropriate personnel. Checks restrooms and other facilities to ensure rules of the school are being followed by students using these areas. Halts disturbances and reports action to appropriate personnel. Communicates appropriately with parents regarding their child in relationship to the Dehesa Student Care Program. When appropriate, provides a link between the child's classroom teacher and the parents. Implements program and follows Dehesa School discipline plan. Monitors Dehesa Student Care Assistants in the implementation of their duties. Provides first aid and health-related serves as needed. Dispenses medication as needed, under the direction of the school nurse.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Knowledge of the general goals and mission of the Dehesa Student Care Program; Developmental stages and behaviors of school-age students. Act quickly with mature judgment. Understand and carry out oral and written instructions. Establish and maintain cooperative relationships with those contacted in the course of work. Must possess good health and freedom from communicable diseases; good physical condition, agility and strength commensurate with the duties of the class: honesty, industry; initiative; dependability and good judgment in conjunction with position duties; loyalty and other related qualities. Proper handling techniques of hazardous materials.

WORKING CONDITIONS

Classroom and off campus settings and playground environment: subject to bending, stooping, lifting, subject to noise, standing for long periods, temperature extremes.

TRAINING AND EXPERIENCE

Equivalent to completion of the twelfth grade and 18 years old. Prefer two to three years experience working with school age children. Completion of 6 units of early childhood education, child development, school age care and development, elementary education, recreation or ROP child care training program.

LICENSES AND OTHER CERTIFICATES

First Aid/CPR Certificate issues by an authorized agency

Passing score on a basic skill test required

Food Handler's Certificate

DEHESA SCHOOL DISTRICT

Position Description

TITLE:	Student Care Assistant	CLASSIFICATION:	Classified
DEPARTMENT:	Dehesa Student Care	WORK YEAR:	12 10 Months
REPORTS TO:	Student Care Coordinator And/or Principal	SALARY:	Group 50 5 Range 1

GENERAL SUMMARY

- Under the supervision of the Coordinator and general direction of the ~~Business Manager~~ Principal assists in student care. This is a part-time, 4- 10 month position with a minimum of 2 hours per shift, 10 hours per week and a maximum of 18.75 hours per week.

PRINCIPAL DUTIES AND RESPONSIBILITIES

- Prepares and distributes nutritious snacks or meals
- Encourages proper student behavior and maintains student's safety and discipline.
- Assists in implementation of indoor play and creative activities.
- Assists in supervision of outdoor play.
- Maintains records upon request.
- Assists students with homework.
- Reports any unusual or improper actions to appropriate personnel.
- Checks restrooms and other facilities to ensure rules of the school are being followed by students using these areas.
- Halts disturbances and reports action to appropriate personnel.
- Assists in implementation of program and follows Dehesa School discipline plan.
- Assists in first aid and health-related services as needed.
- Works with and around hazardous materials.
- May operate a vacuum cleaner.
- Other related duties may be assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

- Knowledge of the general goals and mission of the Dehesa Student Care Program.
- Methods for controlling and motivating students.
- Ability to communicate effectively with students.
- Act quickly with mature judgment.
- Understand and carry out oral and written instructions.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Must possess good health and freedom from communicable diseases; good physical condition agility and strength commensurate with the duties of the class: honesty; industry; initiative; dependability and good judgment in conjunction with position duties; loyalty and other related qualities.
- Proper handling techniques of hazardous materials.

WORKING CONDITIONS

- Classroom and off campus settings and playground environment: subject to bending, stooping, lifting, subject to noise, standing for long periods, temperature extremes.

TRAINING AND EXPERIENCE

- Equivalent to completion of the twelfth grade and 18 years old. Childhood development training desired.

LICENSES AND OTHER CERTIFICATES

- First Aid/CPR Certificate issued by an authorized agency
- Food Handler's Certificate.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Dehesa Teacher's
Association Agreement

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: This year the Dehesa School District and the Dehesa Teacher's Association have negotiated a 3 year contract agreement.

Report: Attached is the Agreement between Dehesa School District and Dehesa Teacher's Association.

Financial Impact: The cost of the agreement is \$76,409.00 for all three (3) years.

Student Impact: Indirect

Recommendation: Management recommends approval of the agreement between DTA and the Dehesa School District.

Agenda Item #: VII.C.5

TENTATIVE AGREEMENT
2016/2017 through 2018/2019
Dehesa School District
And
Dehesa Teachers Association

ARTICLE 5 : HOURS OF EMPLOYMENT

5.1 Hours of Employment: "Additionally, the teachers assigned to grades 7 or 8 shall be provided an average of 30 minutes per day of preparation time, *if the class size exceeds 30 students*, to be included within the teachers' normal work day."

ARTICLE 6: HEALTH BENEFITS

6.1.1 Health Insurance: "The District agrees to provide eligible unit members health benefits. The District will pay a pro rata share of health benefits for unit members who work at least on-half time. *District shall pay up to \$10,500 per eligible employee per year. Should at any time the \$10,500 not be sufficient to cover an employee only health insurance, then both parties agree to enter into negotiations within 30 days.* Newly hired full time and less than eight (8) hour employees are not eligible to O\OPT out of medical insurance.

6.1.2 Dental Insurance: for the life of this agreement, the District will provide dental insurance for all unit members who work at least one-half time.

6.1.3 Life Insurance: The District will provide a \$50,000 life insurance policy for all unit members who work at least half-time.

6.1.4 Vision Insurance: The District will provide vision insurance (VSP-VEBA) Plan B with \$25.00 deductible for all certificated unit members who work at least half-time.

6.1.5 Acupuncture Coverage: *The District will provide acupuncture benefits for all unit members who work at least half-time.*

6.2 Early Retirement Health benefits: Effective 8/17/2017, any unit members hired will not be eligible for retirement health benefits.

ARTICLE 14: LEAVES OF ABSENCE

14.5 *Maternity/Paternity Leave*

14.5.1 An employee may request a leave of absence for reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee ("maternity/paternity leave"), as follows:

- 1. When the employee has exhausted all available sick leave, and continues to be absent from his or her duties on account of maternity/paternity leave, and is eligible for maternity/paternity leave pursuant to the CFRA (Government Code 12945.2), the employee may receive up to 12 school weeks of paid leave, minus the sum actually paid to a substitute employee employed to fill his or her position during the leave, or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.**
- 2. If an employee seeks to take maternity/paternity leave, as specified above, but has not exhausted all available sick leave, the employee may use sick leave provided for maternity/paternity leave purposes. However, the 12-weeks of paid maternity/paternity leave period shall only be available to employees who exhaust all sick leave before or during the 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of maternity/paternity leave. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the employee qualifies for such leave.**
- 3. An employee shall notify the District no later than sixty (60) days prior to the ending date of the leave of his/her intent to return to service.**

ARTICLE 15: SALARY

15.2 The salary schedule for members of the unit shall be as set forth in "Appendix A" with the following changes reflected: Increase salary schedule by 1% on and 1% off schedule retro to 7/1/16, 4% increase on schedule effective 9/1/17, and 6% increase on schedule effective 7/1/18.

15.3 PLACEMENT ON SCHEDULE

15.3.1 Change number of days from 183 to 185 in parenthesis.

15.3.2 Unit members may be given up to a maximum of ten (10) years credit for their public school teaching out of the District.

15.4 CLASSIFICATION REQUIREMENTS

Add in language for three (3) year New Teacher Induction Program (NTIP) or Beginning Teacher Support and Assessment (BTSA) agreement. *A unit member will be reimbursed the cost of (NTIP or BTSA) at the completion of the program with a signed agreement to stay employed at the District for a minimum of three (3) years.*

15.6 STIPENDS (Please include the same language on salary schedule)

EXTRA PAY RATE SHALL APPLY TO ALL WORKSHOPS, NOT TO INCLUDE IEP MEETINGS:

- 1. Meetings or Workshops which begin after 3:30PM.*
- 2. Meetings or Workshops which are held on Saturday.*
- 3. Meetings or Workshops which are held after the end of the work year.*

Participants shall be paid \$30.00 per hour

Presenters/Leaders shall be paid \$35.00 per hour

ARTICLE 18: SCHOOL CALENDAR/WORK YEAR

18.1 The work year shall consist of 185 days of which 181 shall be student instructional days and 4 shall be "additional work days".

This will complete Salary and Benefits negotiations through 6/30/2019.

Accepted by the Superintendent
For the District

Accepted by the DTA President
For the Association

Nancy Hauer, Superintendent Date

Lacey Rana, DTA President Date

Maternity/Paternity Leave

An employee may request a leave of absence for reason of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee ("maternity/paternity leave"), as follows:

- When the employee has exhausted all available sick leave, and continues to be absent from his or her duties on account of maternity/paternity leave, and is eligible for maternity/paternity leave pursuant to the CFRA (Government Code 12945.2), the employee may receive up to 12 school weeks of paid leave, minus the sum actually paid to a substitute employee employed to fill his or her position during the leave, or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.
- If an employee seeks to take maternity/paternity leave, as specified above, but has not exhausted all available sick leave, the employee may use sick leave provided for maternity/paternity leave purposes. However, the 12-weeks of paid maternity/paternity leave period shall only be available to employees who exhaust all sick leave before or during the 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of maternity/paternity leave. Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the employee qualifies for such leave.
- An employee shall notify the District no later than sixty (60) days prior to the ending date of the leave of his/her intent to return to service.

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Approval of Budget
Revisions

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

The Dehesa School District has reached a 3 year tentative agreement for school years of 2016-17 through 2018-19 with the Dehesa Teachers Association and the Classified School Employees Association.

In accordance with AB 1200, the Board of Trustees must adopt the necessary budget revisions following the approval of tentative agreements. The required budget revisions as a result of the tentative agreements are outlined on page 5 of each disclosure.

Report:

The corresponding budget revisions for each bargaining group are outlined on page 5 of the disclosures.

Financial Impact:

The combined total for both agreements for the 2016-17 fiscal year is \$30,622.00

Student Impact:

N/A

Recommendation:

Administration recommends approval of the attached budget revisions.

Agenda Item #: VII.C.6

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: August 17, 2017
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (June 9, 2011)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES				
Revenue Limit Sources (8010-8099)	1,568,103			1,568,103
Remaining Revenues (8100-8799)	3,489,111			3,489,111
TOTAL REVENUES	5,057,214	0	0	5,057,214
EXPENDITURES				0
1000 Certificated Salaries	905,064	15,206		920,270
2000 Classified Salaries	581,821	10,576		592,397
3000 Employee Benefits	657,183	4,840		662,023
4000 Books and Supplies	181,816			181,816
5000 Services and Operating Expenses	1,526,392			1,526,392
6000 Capital Outlay	320,363			320,363
7000 Other				0
TOTAL EXPENDITURES	4,172,639	30,622	0	4,203,261
OPERATING SURPLUS (DEFICIT)	884,575	(30,622)	0	853,953
OTHER SOURCES AND TRANSFERS IN	138,529	32,024		170,553
OTHER USES AND TRANSFERS OUT	1,060,843	1,402		1,062,245
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(37,739)	0	0	(37,739)
BEGINNING BALANCE	425,565			425,565
CURRENT YEAR-ENDING BALANCE	387,826	0		387,826
COMPONENTS OF ENDING BALANCE:				0
Reserved Amounts (9700-9759)				0
Economic Uncertainties (9770)		0		0
Board Designated (9780)				0
Unappropriated Amounts (9790)				0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

All bargaining units have been included in the settlement cost

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Updated Board Policies
1000's, 2000's and 6000's

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Our current Board policies have not been updated since June of 2003. The District worked with CSBA to update all of our policies. Each month the Board will be presented a section for review and approval.

Report: Board President Cynthia White reviewed sections 1000 Community Relations and 2000 Administration. Superintendent Nancy Hauer reviewed 6000's Instruction.

Financial Impact: None

Student Impact: Effective governance has a positive impact on student achievement.

Recommendation: Administration recommends approval of the new Board Policy sections 1000, 2000, and 6000.

Agenda Item #: VII.E.1

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Personnel Recommendations

Meeting Date: August 17, 2017

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

The Governing Board is requested to approve/ratify the following personnel recommendations:

Personnel:

Classified:

1. To hire 1 3.75 hour instructional assistant

Certificated:

1. To accept the resignation of a special education teacher.
2. To hire a special education teacher.

Administration:

1. Accept the resignation of Principal effective August 18, 2017.
2. Hire a Principal effective August 17, 2017
3. The Superintendent's Contract—effective July 1, 2017-June 30, 2020
4. The Principal's Contract- effective August 17, 2017 -June 30, 2018

Agenda Item #: VII.F