



June 13, 2018

—
DEHESA
**Regular Governing
Board Meeting**
—
Agenda

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 and 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.

Mark Zacovic

Dr. Zacovic was first elected to the governing Board in November 2016. His current term expires in 2020.

Karen Kirkpatrick

Mrs. Kirkpatrick was appointed to the governing Board in December 2017. Her current term expires in 2018

DEHESA SCHOOL DISTRICT

LOCATION & TIME

CLOSED SESSION - 3:00 p.m.

Dehesa School – Conference Room

LOCATION & TIME -

OPEN SESSION - 4:00 p.m.

Dehesa School - MPR

REGULAR GOVERNING BOARD MEETING

JUNE 13, 2018

AGENDA

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

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. Method Schools – Jessica Spallino
5. Diego Hills Central Charter School – Kevin Ogden
6. Valiant Charter / California Academy of Sport Science – Justin Schmitt
7. Element Education – Terri Novacek, Director
 - a. Dehesa Charter School
 - b. Community Montessori
8. The Heights Charter School – Diana Whyte
9. Inspire Charter & Pacific Coast Academy – Nick Nichols
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. Special Board Meeting – May 5, 2018
 2. Regular Board Meeting – May 17, 2018
- B. Approval of Warrants and Purchase Orders** – It is recommended that the Board of Trustees approve the commercial warrants and purchase orders as presented
- C.** It is recommended that the Board of Trustees approve the renewal of the Interdistrict Attendance Agreement from Santee School District for the school years 2018-2023.
- D. Conferences and Workshops**
 1. No Excuses University National Convention.

VI. Information & Proposals (Action may be taken)

A. Correspondence:

1. Pacific Coast Academy WASC accreditation letter.
2. 2016-2017 Performance Indicator Review Improvement Plan Successful Submission.

B. Report, Information, and Presentations

1. Budget Report
2. State School Building Report
3. Principal's Report
4. Enrollment

C. Discussion

VII. Action Items

A. Public Hearings

1. The Local Control Action Plan (LCAP)
2. 2018/2019 Proposed District Budget
3. 2018/2019 Budget Reserve Balances

B. Old Business – None

C. New Business

1. The Board will consider approval of The Heights Charter Renewal Petition.
2. The Board will consider approval of the Charter Petition for University Prep.
3. The Board will consider approval of the Education Protection Account Resolution 2018-6-3.
4. The Board will consider approval of the Intra Budget Transfer Resolution.
5. The Board will consider approval of the Master Contract for Verbal Behavior Associates.
6. The Board will consider the MOA between County of San Diego Health and Human Services Agency.
7. The Board will consider approval of the Cajon Valley Union School District Vehicle Maintenance Agreement.
8. The Board will consider approval of purchasing 80 student Chromebooks and 98 student Winbooks.

D. Negotiations – None

E. Board Policies

1. Policy Updates BP/AR 0410, 5111, 5141.52.
2. Policy Updates BP/AR 4119.11, 4219.11, 4319.11, 4161.1, 4361.1, 4161.8, 4261.8.

F. Personnel

Certificated:

1. To accept the resignation of a certificated employee effective 6/14/2018.

Classified:

1. To accept the resignation of a 3.75 hour Child Nutrition Assistant effective 5/14/2018.

VIII. Advance Planning

A. Next Meeting

1. Special Board Meeting June 25, 2018. Closed Session at 9:00 a.m. Open Session at 9:05 a.m.

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

C. Future Meeting Dates –

1. Regular Board Meeting July 19, 2018. Closed Session at 4:00 p.m. Open Session at 5:00 p.m.

IX. Adjournment

DEHESA SCHOOL DISTRICT
SPECIAL GOVERNING BOARD WORKSHOP
MINUTES
MAY 5, 2018

I. Call to Order

President Cindy White called the meeting to order at 9:02 am and the Board convened into Closed Session.

II. Closed Session

III. Public Meeting

The Board reconvened at 9:10 am. President Cindy White reported out that the Board approved the contract for insurance reimbursement with Sheila Cochran. Cindy White led the Pledge of Allegiance. Christina Becker made a motion to approve the agenda. Seconded by Karl Becker. Board approved the agenda as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

IV. Information & Proposals (Action may be taken)

A. Discussion on Teacher Support Plan: The Board discussed incentives for teacher improvement. There needs to be a focus on mission and vision. Karen Kirkpatrick discussed adding additional professional development days including training and implementation time. Food should be included in the training. Staff needs to be assured that it is okay not to be an expert. They will be learning along with the students. Perhaps we can add an extra professional development day at the end of the school year for coding. The Board would like to come to the last professional development day 6/13/18 in the afternoon to meet with the staff. Other ideas that were brought up were learning about the civic education program that Jamul utilizes. The Board appreciates the student interaction they have had this year and would like it to continue. Other ideas were to tie in LEGOLAND with our new coding program and to also do Wednesday afternoon professional development at Rios school so the teachers could see the program in action. The Board discussed that a possible way to assist with recruiting teachers would be to attend a job fair. Cindy White and Mark Zacovic have offered to attend and assist if needed.

- B. Discussion Regarding State Funding:** Christina Becker explained the proposed emergency regulations that the State Allocation Board approved. Small school districts have three years to qualify for funding. When the eligibility application is updated we won't qualify. We need to look at unique ways that we can qualify. The first way is to increase enrollment. Kindergarten through third grades are the most important. Another suggestion was to contract with Tom Silva to assist us with the eligibility. Christina Becker needs to be on the list as a signer for the state applications so she can discuss our project with the project manager. We will look into hardship due to the TEIR with Sycuan. We might qualify under health and safety as the B building would be relocated and built (phase 3 of our construction project) in the back of the campus away from the road. Another possibility is that our relocatables are old enough that they are ready for modernization. We could look at getting a modernization grant or we can look into the seismic safety (hardship) to replace. The possibility of adding a preschool to Dehesa was also discussed. The Board directed administration to add Christina to the signatory for state application.
- C. Board Input:** The Board discussed areas around campus that need to be addressed. There needs to be beautification of the front of the school and deep cleaning done. Perhaps a short term contract for those willing to assist. Need to reach out to the Sycuan Landscape Department for guidance. We definitely need curb appeal. Also, the area behind the maintenance shed needs to be cleared out. The Board discussed Target River. There was no community mailer sent out. None of the Board members received a mailing. Nancy Hauer will follow up with Target River. Discussion over updating the website. Perhaps Dominick Avera can work extra during the summer. Karen Kirkpatrick has offered to assist him.

V. Action Items

- A. The Board will consider the Dehesa School Fencing Project: Mark Zacovic made a motion to approve the Dehesa School Fencing Project. Seconded by Christina Becker. Discussion about how fencing is needed around the cistern. The neighbor to the west concerns need to be addressed. The Board will look at the property line. The bid is legal under government code and we cannot grant an easement. Christina Becker mentioned that we need gates on the sides in order to access the back of the property, specifically for weed abatement. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

VI. Advance planning

A. **Next Meeting:**

1. Regular Board Meeting- May 17, 2018. Closed Session at 4:00 pm. Open Session at 5:00 pm.

B. **Agenda Items:** None

VII. Adjournment

Cindy White adjourned the meeting at 12:36 pm.

*Note: The Board took a break from the meeting from 9:28 a.m. to 11:06 a.m.

Respectfully submitted by:

Approved by:

Nancy Hauer
Superintendent

Christina Becker
Clerk of the Board

DEHESA SCHOOL DISTRICT REGULAR BOARD MEETING

May 17, 2018

I. Call to Order

President Cindy White called the meeting to order at 4:00 pm and the Board convened into Closed Session.

II. Closed Session

III. Public Meeting

The Board reconvened at 5:07 pm. President Cindy White called the meeting to order and reported that no action was taken in Closed Session. 8th Grade student Lucas Isom led the Pledge of Allegiance. Christina Becker made a motion to approve the agenda. Seconded by Mark Zacovic. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

IV. Requests to Address the Board

A. District/Community Organization Reports

- 8th Grade Presentation:** Christy Lavigne was in attendance and shared some of the 8th graders acrostic poems. The poems were about what this last year has meant to them. Lucas Isom and Aliza Vargas were also in attendance and shared their writing.
- Parents Club:** Heather Griffiths spoke on behalf of Parents' Club. Parents' Club supplied snacks for the CAASSP testing. They are planning the "May Play Day" which is a fundraiser to help with the end of year picnic. Working on planning the end of year picnic which will be held at the school again this year on June 14th.
- Dehesa Teacher's Association:** Lacey Rana spoke on behalf of the Dehesa Teacher's Association. Teachers are working on getting things organized and ready for

the end of the year. Everyone is excited for all the end of the year festivities.

4. **California School Employees Association #663:** No Report.
5. **Method Schools:** Nancy Hauer spoke on behalf of Method Schools. Enrollment is at 170 students. Summer school enrollment is well underway. Currently twice the enrollment as same time last year. Students just finished their State Testing. They are conducting final round of professional development and also planning for the next school year.
6. **Diego Hills Central Charter School:** Nancy Hauer spoke on behalf of Diego Hills Central. Enrollment is at 590. State Testing was completed with a 92% (CAST), 95% (ELA SBAC), and 96% (Math SBAC) completion rate. The Senior class is taking a trip to Disneyland. The student who competed in the "Get Lit Slam" in Los Angeles made it into the semi-finals. The Counseling Department made two newsreels – Cap and Gown Decorating and Do you Love Animals?
7. **Valiant Charter/ California Academy of Sport Science:** Nancy Hauer spoke on behalf of Valiant Charter and California Academy of Sport Science. Valiant Academy of Southern California had a P2 ADA of 2,459 students and California Academy of Sport Science had a P2 ADA of 475 students. Students will be finishing their Spring benchmark testing over the next couple of weeks. CAASSP testing is finishing up. Field Trips that have happened or are scheduled include the following:
 - Angel Stadium Tour (April)
 - Bolsa Chica Wetlands Tour (April)
 - Gum Grove Park Hike (April)
 - Cabrillo Beach, tide pools, salt marsh, and Marine Aquarium (April)
 - Riley's Farm-Revolutionary War (May)
 - San Juan Capistrano Mission (May)
 - Tanaka Farms-Strawberry Tour (May)
 - Centennial Farms Tour (May)
 - End of the Year Celebration at Knott's Berry Farm (May)
8. **Element Education:** Terri Novacek spoke about how Community Montessori will be closing. Dehesa Charter School is still in need of the waiver. She wanted to invite the Board to Dehesa Charter's Graduation.

9. **The Heights Charter School:** Diana Whyte was in attendance and spoke about The Heights during the Public Hearing.
10. **Inspire Charter School South and Pacific Coast Academy:** Nancy Hauer spoke on behalf of Inspire Charter School South and Pacific Coast Academy. Inspire Charter School-South has enrollment of 4,494 students. They have completed their SBAC (Smarter Balanced Assessment Consortium) testing sessions. Pacific Coast Academy has enrollment of 677 students (with 212 new students registered for 2018-2019). They received initial WASC accreditation status through June 30, 2021.
11. **Citizen Input:** None.

B. Board Input: Christina Becker mentioned how her daughter Beth is very excited for the middle school dance that is happening on May 18th.

V. Routine Action Items

Karl Becker made a motion to approve the Routine Action Items. Seconded by Karen Kirkpatrick. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

VI. Information & Proposals

A. Correspondence: The Board reviewed the correspondence.

B. Report, Information, and Presentations:

1. Budget Report: Nancy Hauer spoke about how all the budget financials for this month are in the Board Packet. Anna Buxbaum is out of town at her daughter's college graduation.

2. Building Fund: No Report.

3. Principal's Report: Heather Griffiths was in attendance and spoke to the Board about the happenings for the past month. Enrollment is at 152. Fifth Grade went to the Floating Lab and had a wonderful time. Sixth Grade Camp was a major success. The 1st Grade did Poetry Reading and it was amazing. Jholei Evans printed out some of the online feedback from the poetry reading to share with the board. CAASPP

Testing is complete except for one student who went home sick. Parents' Club supplied snacks for the kids during testing. The Title VII Grant has been completed. ELPAC Assessments are underway and due 5/31/18. Eighth graders are getting excited for their Disneyland trip on June 8th. Planning has started for the 8th grade promotion which will be on June 13th.

4. **Enrollment:** Nancy Hauer spoke about how enrollment is at 152. We already have 3 new registrations for next year.
5. **Presentation of Diego Hills' Notice of closure and surrender of its charter petition:** Nancy Hauer spoke about how the Diego Hills' Charter School will be closing on June 30th, 2018.
6. **Support of Employee Recognition week.** Nancy Hauer spoke about what was done during Employee Recognition week.
 - Monday- Donuts (We donut what we would do without you).
 - Tuesday- Highlighters (You highlight our staff).
 - Wednesday- Catered lunch from Antonelli's Deli, salads, cupcakes and brownies, and stocked the fridge with beverages.
 - Thursday- Pop rocks (You really rock).
 - Friday- Animal Cookies (this place would be a zoo without you).
 - Teachers received a small apple planter with a miniature rose bush in it.
 - Parents' Club did additional supplies.
 - The Beckers donated coffee and nuts.
 - Karen Kirkpatrick and her daughter Sophia made the brownies and cupcakes that were supplied at the luncheon.

C. **Discussion-** None

VII. Action Items

A. Public Hearings

1. **The Heights Charter Renewal:** President Cindy White opened the Public Hearing for the Heights Charter Renewal at 5:26 p.m. Diana Whyte the Director of The Heights Charter School was in attendance and spoke about the Charter to the Board. Diana Whyte mentioned that the renewal documents and all required forms are in the packet. She is very proud of the test scores which are higher than other schools in the east county. They had a real estate service perform a property search within the Dehesa Boundaries to locate however, there were none available. The Heights Charter School appreciates all the support of the Dehesa School Board. The Heights Charter School is an independent study school and the public interest and support for the school is very high. Also mentioned that they have

students from all around and very few are actually from Alpine. Mark Zacovic mentioned that the packet was very thorough and definitely took a lot of work to do. Diana Whyte mentioned that the School Board works really hard to get the packet together. Cindy White called on Rich Newman to speak. Rich Newman the Superintendent from Alpine Union School District introduced himself and said that he too agrees that not one size fits all for a child's education. That his kids also went to a charter school. He stated that the inability for The Heights Charter to find space within the Dehesa School District is inaccurate. And that the Alpine Union School District reserves all of its rights under the Law. Cindy White then called Glenn Dickie to speak. Glenn Dickie the President of the Alpine Union School Board said that he believes there is space available in the Dehesa boundaries. It will be against the law for the Charter to operate in the Alpine District if there is availability of space in the Dehesa District. Cindy White then called on Gayle Malone from the Alpine Teachers Association. She said that The Heights Charter's concerns of availability of space within in the Dehesa School District Boundaries is unfounded and that she believes that the ability to house the charter school within Dehesa is possible. Cindy White then called Travis Lyon to speak. Travis Lyon a member of the Alpine Union School Board said that he sees alternative learning as an opportunity and is not opposed to it. He would like to be good neighbors with Dehesa but, does not think it is right for the Dehesa District to be taking students from Alpine. Cindy White asked if there were any other public comments. Hearing none, the Public Hearing was closed at 5:43.

2. Charter Petition for University Prep: President Cindy White opened the Public Hearing for the Charter Petition for University Prep at 5:44 p.m. There was no public comment. President Cindy White closed the Public Hearing at 5:45 p.m.

B. Old Business: None

C. New Business

1. Declaration of Need for Fully Qualified Educators: Mark Zacovic made a motion to approve the Declaration of Need for Fully Qualified Educators. Seconded by Christina Becker. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

2. YMCA Lease Agreement with our Dehesa Busses: Christina Becker made a motion to approve the YMCA Lease Agreement with our Dehesa Busses. Seconded by Karen Kirkpatrick. Nancy Hauer explained how 2 of the busses would be leased to the YMCA. One thing that Jackie is going to ask is that they bring the busses back a week

earlier because last year the busses were returned not as clean as they should have been. That would give time to make sure they are clean. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

- 3. Resolution #2018-5-1 Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education:** Christina Becker made a motion to approve Resolution #2108-5-1 Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education. Seconded by Karl Becker. Nancy Hauer explained that these are yearly resolutions that have to be done. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

- 4. Resolution #2018-5-2 Payment Order Resolution:** Karl Becker made a motion to approve Resolution #2018-5-2 Payment Order Resolution. Seconded by Christina Becker. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

- 5. Resolution #2018-5-3 Resolution Authorizing the County Office of Education Credentials Department to Release Credential Held Warrants to Employees:** Christina Becker made a motion to approve Resolution #2018-5-3 Resolution Authorizing the county Office of Education Credentials Department to Release Credential Held Warrants to Employees. Seconded by Karen Kirkpatrick. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

6. Resolution #2018-5-4 Resolution Designating Authorized Agent to Sign

School Orders (Commercial Warrants): Christina Becker made a motion to approve Resolution #2018-5-4 Resolution Designating Authorized Agent to Sign School Orders (Commercial Warrants). Seconded by Karen Kirkpatrick. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

7. Resolution #2018-5-5 Authorizing the Replacement of Warrants: Karen

Kirkpatrick made a motion to approve Resolution #2018-5-5 Authorizing the Replacement of Warrants. Seconded by Karl Becker. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

8. STS Education – Purchase of Teacher Laptops: Mark Zacovic made a motion to

approve STS Education – Purchase of Teacher Laptops. Seconded by Christina Becker. These are for the computer science program. Nancy said that we should get them before school lets out. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

9. Donations and Gifts: Mark Zacovic made a motion for acceptance of Donations

and Gifts. Seconded by Karl Becker. The Board gave a huge thank you for the donations. Also want to make sure Thank You cards are mailed out. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

D. Negotiations

1. **Completion of CSEA Negotiations for 2016/2017 through 2018/2019:** Karl Becker made a motion to approve the Completion of CSEA Negotiations for 2016/2017 through 2018/2019. Seconded by Karen Kirkpatrick. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

E. Board Policies

1. **Policy Updates BP/AR 1312.3, AR 3230, AR 3514.2**
2. **Policy Updates BP/AR 3551, BP/AR 3553, BP 4111/4211/4311.**

Karl Becker made a motion to approve Policy Updates BP/AR 1312.3, AR 3230, AR 3514.2, BP/AR 3551, BP/AR 3553, and BP 4111/4211/4311. Seconded by Christina Becker. Christina Becker said that we should have the Pest Management posted on the website and also in the Parent Handbook. Vote as follows:

Ayes: Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

Nays: None

Absent: None

Abstain: None

F. Personnel- None

VIII Advance Planning

A. Next Meeting

1. Public Hearing and Regular Board Meeting moved to June 13th, 2018. 3:00 p.m. Closed Session. 4:00 p.m. Open Session.
2. Special Board Meeting June 25th at 9 a.m.

IX Adjournment: Cindy White adjourned the meeting at 6:05 p.m. and said the Board would be going back into Closed Session. The Board went back into Open Session at 6:20

p.m. and Cindy White reported that no action was taken in Closed Session.
Meeting Adjourned at 6:21 p.m.

Respectfully submitted by:

Approved by:

Deborah Cagney
Administrative Secretary

Christina Becker
Clerk of the Board

**DEHESA SCHOOL DISTRICT
PURCHASE ORDERS
May 2018**

DATE	PO NUMBER	VENDOR	DESCRIPTION	AMOUNT	BUDGET CATEGORY
05/01/18	7555	Amazon	Art Supplies (Evans)	\$45.24	General Fund - Instruction
05/02/18	7556	Waxie	Paper Towels	\$291.37	General Fund - School Administration
05/02/18	7557	P.A.C. Heating and Air Conditioning	A.C. for Server Room	\$2,295.00	Building Fund
05/02/18	7558	Jones School Supply	Reading Medals/Ribbons	\$14.40	General Fund - Instruction
05/04/18	7559	San Diego County Fair	K,1,2,3,4,5 art entries and 6 entries for 7/8	\$120.00	General Fund - Instruction
05/07/18	7560	STS Education	Computer Monitors and docking stations	\$2,400.39	General Fund - School Administration
05/08/18	7561	Adobe	Adobe Creative Cloud	\$56.18	General Fund - School Administration
05/08/18	7562	Hamel	Administration Furnishings	\$1,427.92	Building Fund
05/09/18	7563	BorderLan	Management Server License Subscriptions	\$1,100.00	General Fund - School Administration
05/10/18	7564	The Toll Roads	Toll Fee for 6th Grade Camp	\$7.76	General Fund - Transportation
05/11/18	7565	Data Management, Inc.	Tardy Slips and Sign Out Sheets	\$350.00	General Fund - School Administration
05/11/18	7566	SHI	Carts for tablets/notebooks	\$4,275.43	General Fund - Technology
05/15/18	7567	Southwest	Office Supplies and Paper	\$575.83	General Fund - School Administration
05/15/18	7568	The East County Californian	Newspaper Ad for Budget	\$98.00	General Fund - School Administration
05/15/18	7569	CSBA	Gamut Online 18-19 School year	\$1,000.00	General Fund - School Administration
05/15/18	7570	CASBO	Subscription for 2018-2019 School Year	\$500.00	General Fund - School Administration
05/16/18	7571	NWEA	MAP renewal for 2018-2019 School Year	\$2,444.00	General Fund - Instruction
05/16/18	7572	STS Education	DVI to VGA Adapter	\$37.83	General Fund - Technology
05/16/18	7573	STS Education	Teacher Laptops	\$8,216.37	General Fund - Rural Low Income Program
05/18/18	7574	TCI Tire Centers	Replace Steers	\$899.86	General Fund - Transportation
05/24/18	7575	Southwest	Office/School Supplies	\$166.82	General Fund - School Administration
05/24/18	7576	CSBA	CSBA Membership/ELA Membership	\$3,868.00	General Fund - District Administration
05/24/18	7577	One Call Now	Call out System for 2018-2019 School Year	\$362.25	General Fund - School Administration
05/29/18	7578	ACSA	ACSA Dues	\$1,228.50	General Fund - District Administration
05/30/18	7579	BorderLAN	Forti AP	\$2,640.27	General Fund - Technology
05/30/18	7580	BorderLan	FortiSwitch, Transceiver Module	\$2,548.89	General Fund - Technology
TOTAL				\$36,970.31	

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 1st of , 2018, by and between the Santee School District of San Diego County and the Dehesa School District of San Diego County, is effective only for the school year(s) 2018 - 2023 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district’s standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - A district of attendance may require reapplication for admission an annual basis.
 - Other, specify: _____

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Santee School District	District:
Initial Approval / Denial: Asst. Superintendent, Educational Services	Initial Approval / Denial:
Appeal: Assistant Superintendent, Pupil Services	Appeal:
Personal Conference: Superintendent	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: <u>Karl Christensen</u>	Signature: _____
Title: Assistant Superintendent, Business Services	Title: _____
District: Santee School District	District: _____
Date Approved by Governing Board: May 1, 2018	Date Approved by Governing Board: _____

Requestor's Responsibility: Obtain Travel Approval, Pre-Register Yourself, Make All Travel Arrangements

DEHESA SCHOOL DISTRICT TRAVEL & CONFERENCE REQUEST FORM

DATE 6/6/2018

EMPLOYEE NAME	EE ID #	POSITION	SUBSTITUTE REQUIRED:		FULL DAY(S)	1/2 DAY(S)	SUB COST
			Yes	No			
Heather Griffiths		principal		X	2		\$0
Jholei Evans		teacher		X	2		\$0

CONFERENCE / WORKSHOP / MEETING INFORMATION

VENDOR/ORGANIZATION NAME	No Excuses University			
TITLE	NEU National Convention			
LOCATION	Las Vegas, NV			
DESCRIPTION/BUSINESS PURPOSE	Attendance is mandatory for any incoming principal to a NEU school. Since Mrs. Evans is a part of the leadership team at Dehesa, her attendance would be valuable as we plan professional development for the 2018-2019 school year.			
DATES	TO	October 18, 2018	FROM	October 20, 2018
OVERNIGHT STAY REQUIRED?	YES	X	NO	

ESTIMATED EXPENSES	QTY	RATE	TOTAL	NOTES/COMMENTS
REGISTRATION FEE(S)	2	\$575	\$ 1,150.00	PLEASE ATTACH REGISTRATION INFORMATION
LODGING			\$ -	
TRANSPORTATION: AIRFARE, BUS, TRAIN			\$ -	
MILEAGE (RATE PER MILE \$.545 AS OF 1/1/2018)		\$ 0.545	\$ -	
ENTER NUMBER OF MILES TO BE DRIVEN			\$ -	
RENTAL CAR, CAB/TAXI, SHUTTLE, PARKING, OTHER			\$ -	
MEALS				
BREAKFAST (\$7.00 PER DAY MAX)			\$ -	
LUNCH (\$11.00 PER DAY MAX)			\$ -	
DINNER (\$23.00 PER DAY MAX)			\$ -	
TOTAL			\$ 1,150.00	

BUDGET	
BUDGET	

APPROVED BY (NAME):		
SUPERVISOR SIGNATURE		DATE

By signing below, I certify the requested travel is appropriate and necessary for conducting official District business, and agree to comply with Board Policy.	
EMPLOYEE SIGNATURE	DATE

SUPERINTENDENT SIGNATURE	DATE
--------------------------	------

Requestor's Responsibility: Obtain Travel Approval, Pre-Register Yourself, Make All Travel Arrangements

DEHESA SCHOOL DISTRICT TRAVEL & CONFERENCE REQUEST FORM

DATE 6/6/2018

EMPLOYEE NAME	EE ID #	POSITION	SUBSTITUTE REQUIRED:		FULL DAY(S)	1/2 DAY(S)	SUB COST
			Yes	No			
Heather Griffiths		principal		X	2		\$0
Jholei Evans		teacher		X	2		\$0

CONFERENCE / WORKSHOP / MEETING INFORMATION

VENDOR/ORGANIZATION NAME	No Excuses University			
TITLE	NEU Leadership Conference			
LOCATION	Indian Wells, CA			
DESCRIPTION/BUSINESS PURPOSE	Attendance is mandatory for any incoming principal to a NEU school. Since Mrs. Evans is a part of the leadership team at Dehesa, her attendance would be valuable as we plan professional development for the 2018-2019 school year.			
DATES	TO	July 23, 2018	FROM	July 24, 2018
OVERNIGHT STAY REQUIRED?	YES	X	NO	

ESTIMATED EXPENSES	QTY	RATE	TOTAL	NOTES/COMMENTS
REGISTRATION FEE(S)	2	\$525	\$ 1,050.00	PLEASE ATTACH REGISTRATION INFORMATION
LODGING			\$ -	
TRANSPORTATION: AIRFARE, BUS, TRAIN			\$ -	
MILEAGE (RATE PER MILE \$.545 AS OF 1/1/2018)	133	\$ 0.545	\$ 72.49	
ENTER NUMBER OF MILES TO BE DRIVEN			\$ -	
RENTAL CAR, CAB/TAXI, SHUTTLE, PARKING, OTHER			\$ -	
MEALS				
BREAKFAST (\$7.00 PER DAY MAX)			\$ -	
LUNCH (\$11.00 PER DAY MAX)			\$ -	
DINNER (\$23.00 PER DAY MAX)			\$ -	
TOTAL			\$ 1,122.49	

BUDGET	
BUDGET	

APPROVED BY (NAME):	
SUPERVISOR SIGNATURE	DATE

By signing below, I certify the requested travel is appropriate and necessary for conducting official District business, and agree to comply with Board Policy.	
EMPLOYEE SIGNATURE	DATE

SUPERINTENDENT SIGNATURE		DATE	
--------------------------	--	------	--

Indian Wells, CA 2018



Where: Indian Wells, CA

When: July 23-24, 2018

Cost: \$525 per registrant

Team Cost: \$475 per registrant (Teams of Five or more)

If you have previously registered a team to attend and would like to register additional participants, please email Michelle@NoExcusesU.com to receive the discounted team rate.

District / School Information



8th Annual NEU National Convention

Where: Las Vegas, NV

When: October 18-20, 2018

Where: Planet Hollywood Resort

Cost: \$575 per registrant

Teams: \$525 each for teams of five or more

If you have previously registered a team to attend and would like to register additional participants, please email Michelle@NoExcusesU.com to receive the discounted team rate.

All NEU Schools are required to send their Principal and at least one staff member to the No Excuses University National Convention at least every other year.

If you are a **Primary Presenter** for a breakout session, please do not register. NEU has already registered you.

[Venue](#) [Topics](#) [Keynotes](#) [Schedule](#) [Registration](#) [Want to Present?](#)



Accrediting Commission for Schools Western Association of Schools and Colleges

533 Airport Boulevard, Suite 200 • Burlingame, California 94010
(650) 696-1060 • Fax (650) 696-1867
mail@acs-wasc.org • www.acs-wasc.org

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California Association of Independent
Schools

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Postsecondary Education

LAUREL SALERNO-WHITE
California Teachers Association

MARSHA SERAFIN
California Association of Private School
Organizations

KIMBERLY SHIELDS
Western Catholic Educational Association

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Western Catholic Educational Association

BERIT VON POHLE
Pacific Union Conference of Seventh-day
Adventists

JOEL WAHLERS
National Lutheran School Accreditation

DIANA WALSH-REUSS
Association of California School
Administrators

SOPHIA WAUGH
California Congress of Parents and
Teachers, Inc. (PTA)

DAVID YOSHIHARA
Association of California School
Administrators

May 18, 2018

Mrs. Erika Vanderspek
Director of Curriculum
Pacific Coast Academy
1740 Huntington Drive #205
Duarte, CA 91010

Dear Mrs. Vanderspek:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Spring 2018 Commission Meeting. The ACS WASC Commissioners have determined Pacific Coast Academy (TK - 12) meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the initial visit report, and the satisfactory completion of the on-site initial accreditation visit.

It is the decision of the Commission to grant Pacific Coast Academy (grades Transitional Kindergarten through 12th) Initial Accreditation Status through June 30, 2021.

Prior to the end of this initial accreditation period, schools must complete a self-study assessment and submit a self-study report, including the progress made in meeting the recommendations of the Initial Visit Committee. Self-study training will be provided and schools will be expected to have key staff participate in these training sessions. An ACS WASC Visiting Committee will conduct a site visit to review the school's self-study findings and supporting evidence, conduct classroom observations, and dialogue with all stakeholders. The committee will evaluate the school's programs and operations and the impact on student learning.

Accreditation status is conditioned upon Pacific Coast Academy's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. One accreditation requirement is the obligation of schools to notify ACS WASC of any changes which might be substantive in nature with an explanation of the change and the anticipated effect on the educational program (see attached).

Another accreditation requirement is that schools and districts annually contribute members to participate on visiting committees. This is particularly helpful to newly accredited schools in order to gain a better understanding of the accreditation process. New members can sign up to serve on a visiting committee on the ACS WASC portal at <https://webportal.acswasc.org>. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of accreditation.

The approval of initial accreditation entitles you to use the following phrase on transcripts or in school advertising: "Fully Accredited by (or) Accredited by the Accrediting Commission for Schools, Western Association of Schools and Colleges," until such time as your accreditation has either lapsed or been denied. If all grade levels operated by the school were included in the initial visit review, the above statement is sufficient. In other cases, the statement must specify the grade levels accredited, i.e., "Fully Accredited for Grades (9–12 for example) by the Accrediting Commission for Schools, Western Association of Schools and Colleges."

Transcripts of students who are graduating or transferring from grades covered by the accreditation may be stamped or embossed with the ACS WASC accredited seal which can be obtained from the ACS WASC office, or the "Accredited by ..." phrase can be typed on the transcript.

If you choose to disclose your status in any communications with the public, you must specify the programs or grade levels which are covered by the initial status. You must also include the name, address and website of the Accrediting Commission for Schools in the same communication. The information to include is:

Accrediting Commission for Schools
Western Association of Schools and Colleges
533 Airport Blvd., Suite 200, Burlingame, CA 94010
www.acswasc.org

The Commission looks forward to Pacific Coast Academy's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

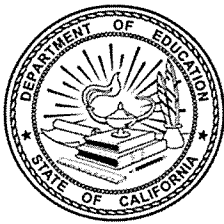
Sincerely,



Stephen Cathers
Commission Chairperson

Enclosures: Initial Visit Visiting Committee Report
ACS WASC Substantive Change Policy and Procedures
ACS WASC Accreditation Stamp and Embosser Order Form

cc: Chairperson, Initial Visit Committee
Superintendent



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

May 7, 2018

Nancy Hauer, Superintendent
Dehesa School District
4612 Dehesa Road
El Cajon, CA 92019-2922

Dear Superintendent Hauer:

Subject: 2016–17 Performance Indicator Review Improvement Plan Successful Submission

This letter acknowledges the California Department of Education, Special Education Division's, receipt of Dehesa School District's 2016–17 Performance Indicator Review Improvement Plan. The elements of the plan have been reviewed and the plan is accepted for implementation.

If you have any questions regarding this matter, please contact Vincent Pastorino, Education Programs Consultant, Focused Monitoring and Technical Assistance Unit II, by phone at 916-327-0839, or by e-mail at vpastorino@cde.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna DeMartini".

Donna DeMartini, Administrator
Focused Monitoring and Technical Assistance Unit II
Special Education Division

DD:vp

cc: Heather DiFede, Senior Director, East County Special Education Local
Plan Area

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Nancy Hauer

From: Anna Buxbaum
Business Manager

Subject: Monthly Budget Update

Meeting Date: June 13, 2018

- 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 May 31, 2018)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$2,999,371.86
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND (FD 39)	\$130,788.91
12-06	CHILD DEVELOPMENT FUND	\$20,753.60
13-00	CAFETERIA SPECIAL REVENUE FUND	\$5,340.33
14-00	DEFERRED MAINTENANCE FUND	\$0.00
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$1,040,623.34
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$764,279.98
21-39	BUILDING FUND	\$20,245.21
25-19	CAPITAL FACILITIES/SB2068 FUND	\$19,211.65
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$7,606.76
	GRAND TOTAL	\$5,008,221.64

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**

5/31/2018

Date			Revenue Amount
7/1/2017	Beginning Balance		\$239,752.25
7/25/2017	Interest	2016-17 4th Qtr Interest	\$781.94
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	\$58.36
10/25/2017	Interest	2017-18 1st Qtr Interest	\$522.60
11/15/2017	Interest	2017-18 1st Qtr Interest - 2nd Distribution	\$232.19
1/23/2018	Interest	2017-18 2nd Qtr Interest	\$440.55
3/21/2018	Interest	2017-18 2nd Qtr Interest - 2nd Distribution	\$405.37
4/24/2018	Interest	2017-18 3rd Qtr Interest	\$186.28
TOTAL			\$ 242,379.54
Payment Date	Service Provider	Services Performed	Expenditure Amount
1/8/2018	Jeff Painting	Campus Exterior Paint Project	\$38,850.00
1/17/2018	Office Depot	Business Manager Office Project Final Expenses	\$1,140.31
2/6/2018	Jeff Painting	Retention Release - Final Payment	\$2,000.00
2/27/2018	Office Depot	Refund: Returned Item	-\$90.33
4/10/2018	Tom Silva Consulting	Phase 1 - Security Fence Project Consulting	\$5,000.00
4/10/2018	BeCause Water Corp.	2 Elkay Bottle Filling Stations	\$2,763.80
4/13/2018	Wilkinson Hadley King	2016-17 Bond Audit	\$3,200.00
4/27/2018	Proctor Construction	Bottle Filling Station Installation - Plumbing, Electrical, Stucco	\$11,350.00
5/2/2018	SD County Vital Records	Parcel Map - School Safety Fencing Project	\$12.90
5/2/2018	SD County Vital Records	Document Recording Fee - CEQA Exemption Fence Project	\$52.50
5/2/2018	Office Depot	Administration Furniture	\$779.95
5/1/2018	Hamel Interiors	Administration Furniture	\$9,238.03
5/1/2018	Precision Electric	Marquee Electric Service	\$25,505.00
5/2/2018	Village Carpets	Flooring - Administration, MPR, Staff Lounge	\$25,558.71
5/2/2018	VIRCO	Classroom Furniture	\$2,868.19
5/4/2018	AB Blinds	Window Coverings	\$40,925.00
5/9/2018	Pacific Heating & Air	Airconditioning Unit - Server Room	\$2,295.00
5/15/2018	Precision Electric	Bus Gate Operator Power and Light	\$27,994.00
5/18/2018	Hamel Interiors	Administration Furniture	\$22,691.27
TOTAL CURRENT YEAR EXPENSES			\$222,134.33
TOTAL FUNDS AVAILABLE AS OF 05/31/2018			\$ 20,245.21

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

5/31/2018

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
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	3.20
8/23/2017	Developer Fees	Residential Developer Fees	3,005.72
8/28/2017	Developer Fees	Residential Developer Fees	1,005.71
9/1/2017	Developer Fees	Residential Developer Fees	4,096.19
10/25/2017	Interest	2017-18 1st Qtr Interest	29.42
11/15/2017	Interest	2017-18 1st Qtr Interest - 2nd Distribution	13.07
1/11/2018	Developer Fees	Residential Developer Fees	5,574.60
1/23/2018	Interest	2017-18 2nd Qtr Interest	33.51
3/21/2018	Interest	2017-18 2nd Qtr Interest - 2nd Distribution	30.84
3/28/2018	Developer Fees	Residential Developer Fees	4,096.19
4/24/2018	Interest	2017-18 3rd Qtr Interest	18.03
Total			\$ 30,173.75
Payment Date	Service Provider	Services Performed	Expenditure Amount
10/3/2017	G Wayne Oetken & Assoc	Consulting Services: June-July 2017	1,300.00
11/13/2017	G Wayne Oetken & Assoc	Consulting Services: Sept 2017, 08/23/17 Meeting	1,100.00
1/2/2018	G Wayne Oetken & Assoc	Consulting Services: Oct 2017, 10/12/17 Meeting	837.50
2/27/2018	Developer Fees	Refund: Residential Developer Fees, Project Abandoned	5,574.60
4/13/2018	G Wayne Oetken & Assoc	Consulting Services: Jan 2018, 11/15/17 & 12/8/17 Meetings	2,150.00
TOTAL CURRENT YEAR EXPENSES			\$ 10,962.10
TOTAL FUNDS AVAILABLE AS OF 05/31/2018			\$ 19,211.65

**DEHESA SCHOOL DISTRICT
DEVELOPER FEE REPORT
Fiscal Year 2017-18**

DATE	ADDRESS	RES	COM	SQUARE FEET	AMOUNT
08/10/17	14606 Quail Haven Ln	X		1,844	\$ 3,005.72
08/28/17	2540 Vista Rodeo Dr	X		617	\$ 1,005.71
09/01/17	1914 Harbison Canyon Rd	X		2,513	\$ 4,096.19
1/11/2018	16245 Sequan Truck Tr	X		3,420	\$ 5,574.60
2/27/18	Refund: 16245 Sequan Truck Tr	X		3,420	\$ (5,574.60)
3/1/2018	1807 Vista De La Montana	X		2,513	\$ 4,096.19
TOTAL					\$ 12,203.81

Residential Rate \$ 1.63 Per Sq. Ft
Commercial Rate \$ 0.26 Per Sq. Ft

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Dehesa School Enrollment
as of June 13, 2018

- Meeting Date: June 13, 2018
- Action
 - First Reading
 - Information
 - Presentation
 - Public Hearing
 - Roll Call Vote Required
 - Discussion

Enrollment
June 13, 2018

By Grade Level

EAK.....	10
Kindergarten.....	16
1st Grade.....	16
2nd Grade.....	14
3rd Grade.....	16
4th Grade.....	16
5th Grade.....	21
6th Grade.....	14
7th.....	16
8th.....	13
	152

Enrollment
June 15, 2017

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
24

Students who live in
another district but attend
our school
72



DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: **Public Hearing on the
Local Control Action
Plan (LCAP)**

Meeting Date: June 13, 2018

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

Background:

In June 2013, the Local Control Funding Formula (LCFF) transformed the distribution of funding to school districts, charter schools, and county offices of education in a manner that grants local communities greater autonomy to customize educational program offerings in purposeful ways for the entire student population generally, yet specifically for those students who are English learners, students from low-income families, and those who are foster youth. The LCFF eliminates most categorical funding streams replacing them with a LCFF supplemental allocation based on our school's demographic profile. This supplemental allocation is a per pupil allowance for every student who is low-income, a foster youth, and an English learner. In order to access the supplemental revenue, our school must engage parents, staff and community to create a Local Control and Accountability Plan (LCAP) which is to be presented at a public hearing and approved by the Governing Board at a subsequent meeting on June 25.

Report:

Dehesa School used the State-approved LCAP template to develop a plan that includes annual goals and actions that will be implemented to meet eight State priorities, and describe the related budget. Every program and service described in the LCAP must be aligned and address at least one of the eight state priorities.

Financial Impact:

The Dehesa Local Control and Accountability Plan for 2018/2019 has approximately \$118,788 of planned expenditures.

Student Impact:

Funds are budgeted to target specific student populations in need of extra support.

Recommendation:

Review the plan and ask questions so that the plan is acceptable for June approval.

2018-19

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)

LCFF Evaluation Rubrics: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
Dehesa Elementary School District	Nancy Hauer Superintendent	nancy.hauer@dehesasd.net (619) 444-2161

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

Our one-school district, located in what was once known as the Upper Sweetwater Valley, was established on April 5, 1876 educating a dozen or so local children in a 16' x 14' one-room schoolhouse. A succession of one-room schools followed, and in 1892 a bell was ordered from a foundry on the east coast, and a belfry was added to the most recent structure. Since that time, the Dehesa School Bell has been carefully moved with each change, resting today in a special tower near the schoolhouse built in 1951. In 2014 the community passed a bond to add additional classrooms, a science lab, locker rooms, and additional school improvements. We celebrated the opening of our new state of the art, two stories, six classroom building on April 16, 2016. Staff, community members, Dehesa School Board members and dignitaries joined the ribbon cutting ceremony. The school now proudly boasts at least one class for each grade (K-8), and follows the tradition of excellence with small classes and a family atmosphere just as we have for the past 141 years.

Dehesa School District strives to build long-term relationships with families and community. Together, we are committed to providing a nurturing, inspiring and rigorous educational program for all students. Dehesa School is proud to employ 100% of highly qualified teachers, and inspiring support staff. Our school exemplifies the dynamic collaboration of strong leadership, community partnership, student achievement and inspired teaching. We are proud to be a No Excuses University School. Our educational foundation is based on the Six Exceptional Systems listed below:

Culture of Universal Achievement

A Culture of Universal Achievement takes place when the critical mass of the staff believes that each student is capable of meeting academic standards in reading, writing, and math AND that the school has the power to make that opportunity a reality.

Collaboration

Great schools have talented professionals who find the very best ways to work together in order to get results. This is the most important system. Dehesa staff collaborates informally on a daily basis and formally at weekly meetings. We also have an NEU Team that meets regularly to look at school goals.

Standards Alignment

As professionals, we are called to participate in activities that improve our results while learning from our successes and failures. Aligning standards provides an objective framework that can guide our path. Dehesa is continuously working to align our students' experiences with 21st Century Learning and the new Common Core Standards.

Assessment

Assessment is about our students. All of it! Our reason for assessing students has to be grounded in a commitment to use the information in a way that helps us to generate greater success for them. Dehesa uses the data from both formative and summative assessments to drive our goal setting and our classroom instruction.

Data Management

We analyze data for one reason and one reason only: to use it as a means of securing greater success for each individual student. In order for it to be used as a means for driving instruction, data must be easily accessible, openly shared, and deliberately arranged. The staff openly shares student data across grade-levels and collaborates to help EVERY teacher and EVERY student.

Interventions

Good schools are able to take interventions and analyze their effectiveness through the use of data. Great schools, however, are able to take data and translate it directly into the creation of appropriate interventions. Dehesa has worked hard to put Response to Intervention (RTI) Programs in place to ensure that ALL students reach proficiency.

In addition to the six systems, Dehesa School offers low class sizes, 1:1 laptops for 3rd-8th grade and nearly 1:1 iPads for K-2nd, and digital citizenship classes. Student engagement is one of our top priorities. We are fortunate to be able to embrace as part of our school culture: The Seven Habits of Happy Kids, Character Counts, awards assemblies, spirit assemblies, attendance incentives, enrichment classes, archery (6th-8th), golf (6th-8th), and engaging online learning programs for all grade levels.

Dehesa's Mission Statement: Dehesa school provides a challenging curriculum in a supportive, family-oriented, country environment. It equips each student to excel academically, socially, emotionally and culturally in a competitive world as a lifelong learner.

We believe...

- a safe, secure environment fosters relaxed, confident, and happy learners.
- consistency and fairness creates equality.
- respect, kindness, honesty, and integrity build trust, and friendship.
- striving to produce quality work with attention to detail leads to success.
- challenging a child's mind enables him/her to achieve their greatest potential.
- a genuinely caring staff creates opportunities for all children to learn.

LCAP Highlights

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

Overall focus on increased academic and social achievement:

- Staff professional development
- Rigorous curriculum to support CCSS and National Standards
- Support staff and supplemental materials
- Technology to support rigorous standards and 21st Century learning
- Improve school climate to support student engagement
- Improve attendance
- Stakeholder input (staff, board, community, students, parents)
- NEU commitment: college readiness and school spirit

Our LCAP is aligned to support an increase in student achievement through access to quality instruction and technology, highly qualified teachers, and student engagement. We analyze data from multiple assessments to target individual needs. Dehesa encourages and values stakeholder input to guide decision-making.

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.

Greatest Progress

Dashboard Highlights--CAASPP

In evaluating the CAASPP data, the District recognized the most significant growth in proficiency from 2016 to 2017 in ELA and Math:

- ELA 3rd to 4th grade increased 10.85%
- Math 3rd to 4th grade increased 30.15%.
- Math 4th grade to 5th grade increased 12.5%

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?

Greatest Needs

Due to Dehesa's small size and limited number of students to assess, data tends to be skewed.

Student suspension rate is reflected as yellow due to the status level high 3.2 %, and change declined significantly 5.7% from the previous year. This decrease can be attributed to administration focus on improving student behavior and utilizing restorative discipline. In May of 2015, the Dehesa School Board approved to hire a Superintendent and Principal. Prior to this, there was only one administrative position. Now that we have a Principal on site, there is more accountability and follow through with discipline. The administrative team has implemented alternative discipline strategies including contracts, restorative justice, and parent involvement. We anticipate a decline in suspension rates in the 2018-19 due to student and parent awareness of behavior expectations. Our LCAPP plan includes goals (1A, 1B, 1C, 6D, 6E, 6G) and actions to help support student success by increased staff development in the area of behavior management strategies and building relationships, and using the Healthy Kids Survey and Parent Survey to assess specific needs.

Goals and Actions

Goal 1 (A, B, C)- Actions and Service: 1A Increase PD opportunities for teachers/ instructional aides/staff and 1B/C Analyze parent survey and provide parent education opportunities as needed and interest arises.

Goal 6 (A, D, E, G)- Actions and Services: 6A Implement Peaceful Playground (or equivalent) to increase safety and enjoyment of the facilities. 6B continue to provide incentives for attendance, academics, and character success.

Although our overall academic achievement is not in red, our goal is to increase performance in language arts by 29 points over the next three years (10 points per year) to meet the state target. Our math goal is to increase performance by 38 points over the next three years (13 points per year). It was noted that scores for our English Learners, SWD, Hispanic students decreased over last year between 6 and 12 points, they are significantly below level three.

English Language Learners, SED, SED, Hispanic, and White decreased by between 10 and 43 points in ELA last year, and 18.9 % in math. They are significantly below level 3 benchmark.

Thus our gaps in student performance continue with these subgroups. Some of the steps we plan to implement:

1. More support for teachers and strategies for supporting all sub groups.
2. More support for ELL, SED, SWD, and Hispanic in both ELA and Math.
3. Continued collaboration with SDCOE.
4. District commitment to continuous improvement that is inherent to the PLC process.
5. District commitment to and focus on building the individual and collective capacity of staff.
6. Continue using the online math program DreamBox Learning and adding Next Gen Math to help analyze and support personalized learning of all students.
7. Set grade-level goals in math.
8. Utilize Student Goal Binders to encourage students to set personal achievement goals and monitor their success.

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?

Performance Gaps

A review of the California Dashboard reveals that we have no student groups performing two or more levels below all students.

The California Department of Education offers evidence of our 3-year effort to support the growth of all students is headed in the right direction. The dashboard indicates that Dehesa School District is at a performance level of orange for ELA and yellow for math and suspension rates. Specifically, on the 2017 ELA CAASPP, our students scored an average of 29.3 points below level 3 (standard met), which was a 13.9 point decrease from 2016. This negative change in reading performance was also reflected in subgroups (ELL -43.1, SED -10.1, SWD -26.5, Hispanic -32.9, White -16. 2 or more races increased by 29.5 points). Likewise, the 2017 math CAASPP results showed that our students scored an average of 37.9 points below level 3 (standard met), which was an 4.2 point increase from 2016. Subgroups had varying results: EL declined 18.9 points, SED increased 6.7 points, SWD declined 9.6 points, Hispanic declined 12 points, 2 or more races increased significantly 25.4 points and white increased 3.8 points.

The English Learner progress indicator shows N/A due to our small numbers, but very high status 85% and increased significantly over 2016 by 15.4%. Our ELLs are making strong progress in learning the English Language, but struggle in learning the ELA and math content. Performance gaps are defined as two or more levels below the all student performance. While ELA and math performance levels are orange for all 3rd-8th grade students, no subgroups are performing two or more levels below.

Overall suspension rate for all students and SWD is yellow. SED and white student group suspension rates are green. All student groups declined significantly (SED -8.7%, SWD -2.8%, Hispanic -4%, and White -8.8%)

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.

Increased or Improved services

This year we added Next Gen Math for all grade levels to assist in assessing and supporting students gaps in mathematics. Staff was trained in restorative practices to assist with discipline and overall school climate. Verbal Behavioral Therapists were brought in to train staff and observe and offer individual classroom support for students with difficult behaviors.

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	\$2,601,634.00

Total Funds Budgeted for Planned Actions/Services to Meet The Goals in the LCAP for LCAP Year

\$190,670.00

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.

Expenses not specifically outlined in the LCAP include base program costs that support the instructional program. Base program costs include: Salaries and benefits for teachers, support staff, and administration, maintenance and custodial expenses, food service expenses, home to school transportation expenses, charter school oversight expenses, and the cost of instructional materials and supplies.

DESCRIPTION

AMOUNT

Total Projected LCFF Revenues for LCAP Year

\$1,385,487.00

Annual Update

LCAP Year Reviewed: 2017-18

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

Provide professional development to staff and parents to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities:**
- Priority 1: Basic (Conditions of Learning)
 - Priority 2: State Standards (Conditions of Learning)
 - Priority 3: Parental Involvement (Engagement)
 - Priority 4: Pupil Achievement (Pupil Outcomes)
 - Priority 5: Pupil Engagement (Engagement)
 - Priority 6: School Climate (Engagement)
 - Priority 7: Course Access (Conditions of Learning)
 - Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator
GOAL 1A: Required number of staff members will attend the annual and/or National NEU Conference, and NEU Leadership Conference.
17-18
 Minimum of 1 staff member & 1 administrator
Baseline
 Minimum of 1 staff member & 1 administrator

Actual

GOAL 1A: Staff was not able to attend NEU Annual/National convention this year but will be attending in October 2018; however, staff attended the 3-day Equity Conference and 2-day Equity Symposium through SDCOE.

Metric/Indicator
GOAL 1B: Analyze staff survey data to determine needs for professional development needs.

GOAL 1B: Staff survey was analyzed and discussed to determine professional development needs/priorities.

Expected

Actual

<p>17-18 Minimum of 1 staff member & 1 administrator</p> <p>Baseline Minimum of 1 staff member & 1 administrator</p>	
<p>Metric/Indicator GOAL 1C: Analyze parent survey data to determine needs for parent education opportunities.</p> <p>17-18 100% of surveys analyzed</p> <p>Baseline 100% of surveys analyzed</p>	<p>GOAL 1C: Parents gave feedback to school administration regarding the need for more parent education through School Site Council meetings.</p>
<p>Metric/Indicator GOAL 1D: 100% teaching staff are fully credentialed and highly qualified.</p> <p>17-18 100% fully credentialed and highly qualified</p> <p>Baseline 100% fully credentialed and highly qualified</p>	<p>GOAL 1D: Annual audit confirmed that all general education classes had highly qualified and fully credentialed teachers. Special education teacher position is currently staffed by a teacher intern.</p>
<p>Metric/Indicator GOAL 1E: Analyze teacher survey data to determine professional development needs.</p> <p>17-18 100% of staff surveys were analyzed</p> <p>Baseline 100% of staff surveys were analyzed</p>	<p>GOAL 1E: Analyzed teacher survey data to determine professional development needs/priorities. Chose PD according to feedback and district needs.</p>
<p>Metric/Indicator API scores not available: AP exam pass rate, HS drop-out rate, and HS graduation rates are not applicable for a K-8 district, college and career readiness A-G or CTE.</p>	<p>API scores not available: AP exam pass rate, HS drop-out rate, and HS graduation rates are not applicable for a K-8 district, college and career readiness A-G or CTE.</p>

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

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>GOAL 1A: Increase PD opportunities for all staff/teachers. Provide training opportunities for maintenance and operations.</p>	<ul style="list-style-type: none"> All staff training on new ELA curriculum (McGraw-Hill Wonders/StudySync). Hosted guest speaker, Derek Clark, to promote the development of personal relationships with all students. Staff attended the 2-day Equity Symposium through SDCOE. Staff attended the 3-day Equity in Education workshop through SDCOE. All staff attended Restorative Justice training through SDCOE. All staff attended behavior management training through Verbal Behavior Associates. Middle School math teachers attended CPM mathematics curriculum training. One staff member was involved in year long mentoring program (BTSA). All Staff participated in Options Based Response training through SDCOE. All staff participated in Comprehensive Safety Plan training. Certificated staff and administrators attended Title VII Equity training as part of the Native American Grant supported by SDCOE. 	<p>5000: Travel & Conference General Fund – Title II Cafeteria Fund \$4,172.00</p> <p>4000-4999: Books And Supplies Federal Funds \$10,000</p>	<p>5000: Travel & Conference General Fund – Title II Cafeteria Fund \$6,375.00</p> <p>4000-4999: Books And Supplies Federal Funds \$396.00</p> <p>1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$14,303.00</p> <p>1000-1999: Certificated Personnel Salaries Federal Funds \$9,041.00</p> <p>2000-2999: Classified Personnel Salaries General Fund – Title II Cafeteria Fund \$3,808.00</p>

- Certificated staff participated in on-site Learning Headquarters Writing training.
 - One certificated staff member attended the 2-day Learning Headquarters Writing training.
 - Maintenance and Operations PD opportunities were evaluated and none fit the current needs of the district.
- Credentialed staff participated in a yearlong book study using, "How to Develop Growth Mindsets in the Classroom" by Mike Gershon.

Action 2

	Not Applicable	Not Applicable
	Not Applicable	Not Applicable

Action 3

Planned Actions/Services

GOAL 1B: Increase PD opportunities for paraprofessionals (DW). Provide training to support physical education. Continue bus driver PD as required by law.

Actual Actions/Services

- Two staff members attended the 3-day Paraprofessionals Conference.
- Physical education PD opportunities were evaluated and none fit the current needs of the district.
- Transportation staff attended bus driver trainings throughout the year.
- A new bus was purchased and training was provided to district bus drivers.
- All bus drivers received mandatory training to remain in compliance with their licensure.

Budgeted Expenditures

2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration - Transportation \$1,673.00

5000: Travel & Conference General Fund – Supplemental & Concentration - Transportation \$1,058.00

2000-2999: Classified Personnel Salaries General Fund – LCFF Base - Transportation \$1,232.00

Estimated Actual Expenditures

Paraprofessional Professional Development 2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$563.00

Paraprofessional Professional Development 5000: Travel & Conference General Fund – Supplemental & Concentration - Transportation \$1,340.00

Transportation Professional Development 2000-2999: Classified Personnel Salaries General Fund – LCFF Base - Transportation \$2,348.00

			5000: Travel & Conference General Fund – LCFF Base - Transportation \$779.00	Transportation Professional Development 5000: Travel & Conference General Fund – Supplemental & Concentration - Transportation \$78.00
				School Bus 6000-6999: Capital Outlay Other \$135,630.00

Action 4

Planned Actions/Services

GOAL 1C: Provide parent education opportunities as need arises.

Actual Actions/Services

Parent interests and needs were evaluated. Unfortunately no parent education was provided this year.

Budgeted Expenditures

N/A

Estimated Actual Expenditures

N/A

Action 5

Planned Actions/Services

GOAL 1D: 100% of our teachers will be highly qualified and appropriately credentialled to teach in their assignment as measured by the annual credential review.

Actual Actions/Services

We are in compliance at all grade levels with fully credentialled, highly qualified teachers, except in special education where we have a teacher intern. We have zero vacant positions based on annual review of credentialled.

Budgeted Expenditures

N/A

Estimated Actual Expenditures

N/A

Action 6

Planned Actions/Services

GOAL 1E: Teacher survey will be given to determine the best PD to support the teachers/school.

Actual Actions/Services

Survey was analyzed and PD was chosen accordingly.

Budgeted Expenditures

N/A

Estimated Actual Expenditures

N/A

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.

A staff survey and discussions revealed areas of professional development need. The district provided PD in the areas of behavior management, relationship building, positive behavior intervention and supports (PBIS) strategies, restorative justice, school safety, and the implementation of the new curriculum. Certificated staff also engaged in PD around our professional book study on developing growth mindsets in the classroom. The PD increased staff capacity to work with students experiencing academic and social/emotional through training and implementations of research based strategies. Professional development trainings centered on the selection of appropriate academic and behavior interventions with an emphasis and delivering the most appropriate and timely supports possible in order to improve student academic, social/emotional, engagement, and climate needs of the school/district.

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

By focusing on developing growth mindsets in the classroom, we were able to build both teacher and student capacity. Teachers gained the tools and strategies necessary to support not only students' academic needs but their social/emotional ones as well. As a result, student engagement was increased and student achievement improved due to teacher guided student goal setting sessions. These goal setting sessions also helped to provide an opportunity for teachers and students to connect, therefore, reinforcing relationship building in the classrooms.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Due to the fact that we were not able to provide parent education nights and that staff was not able to attend the NEU Leadership and the National NEU Conference until July 2018 and October 2018, the budgeted expenditures did not occur.

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.

Staff will attend the NEU Leadership and the National NEU Conferences in July 2018 and October 2018.

Parent education nights will be provided in the upcoming school year.

Certificated staff will continue to participate in professional book study in order to increase professional capacity and improve student outcomes.

Annual Update

LCAP Year Reviewed: 2017-18

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 2

Provide curriculum to support CCSS and National Standards.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator

GOAL 2A: Provide a minimum of 20 hours teacher team collaboration time per year.

17-18

20 hours per year

Baseline

20 hours per year

Metric/Indicator

GOAL 2B: Pilot chosen CCSS ELA curriculum and materials district wide.

Actual

GOAL 2A: Teachers were provided of 27 hours of teacher team collaboration time.

GOAL 2B: Adopted and implemented new CCSS ELA curriculum district wide.

Expected

<p>Metric/Indicator GOAL 2C: Teachers will continue to collaborate weekly to discuss the transition to CCSS and NGSS.</p> <p>17-18 30 minutes a week</p> <p>Baseline 30 minutes a week</p>
<p>Metric/Indicator GOAL 2D: Provide a PE/reading aide.</p>

Actual

<p>GOAL 2C: Teachers collaborated to discuss the transition to CCSS and NGSS.</p>
<p>GOAL 2D: Provide a PE/reading aide.</p>

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

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
GOAL 2A: Provide a minimum of 20 hours teacher team collaboration time per year.	GOAL 2A: Teachers were provided 27 hours of teacher collaboration time.	1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$5,700.00	1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$12,626.00

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
GOAL 2B: Pilot chosen CCSS ELA curriculum and materials (DW)	GOAL 2B: K-5 ELA adopted Wonders and 6-8 ELA StudySync.	4000-4999: Books And Supplies General Fund – LCFF Base \$1,100.00	McGraw-Hill Wonders & StudySync 4000-4999: Books And Supplies General Fund – LCFF Base \$42,263.00

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures

GOAL 2C: Teachers will continue to collaborate weekly to discuss the transition to CCSS and NGSS.

Purchase interim/supplemental curriculum/materials

Purchase interim/supplemental curriculum/materials for CCSS curriculum

GOAL 2C: Teachers collaborated to discuss the transition to CCSS and NGSS.

ELA novels were purchased for fifth, seventh, and eighth grade. Math supplemental materials were purchased for K-8.

Free trials of Mystery Science and Roy Science was used to support K-8 science.

Provided a credentialed teacher to teacher Destination Imagination STEAM program 1 half day/week. Consumable materials were purchased to support Destination Imagination STEAM program.

4000-4999: Books And Supplies General Fund – Supplemental & Concentration \$630.00

Destination Imagination STEAM Program 4000-4999: Books And Supplies General Fund – Supplemental & Concentration \$41.00

Collaboration 1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$8,885.00

Destination Imagination STEAM Program 1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$1,363.00

ELA Materials 4000-4999: Books And Supplies Supplemental and Concentration \$162.00

Action 4

Planned
Actions/Services

GOAL 2D: Instructional aides/paraprofessionals will meet/collaborate a minimum of 10 hours per year

Continue to fund physical education program at Sycuan, including transportation (including PE aide time).

Actual
Actions/Services

GOAL 2D: Instructional aides/paraprofessionals will meet/collaborate a minimum of 10 hours per year.

Continue to fund physical education program at Sycuan, including transportation (including PE aide time).

Budgeted
Expenditures

2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$800.00

4000-4999: Books And Supplies General Fund – LCFF Base \$6,230.00

2000-2999: Classified Personnel Salaries General Fund – LCFF Base - Transportation \$2,935.00

Estimated Actual
Expenditures

2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$1,196.00

4000-4999: Books And Supplies General Fund – LCFF Base \$7,560.00

2000-2999: Classified Personnel Salaries General Fund – LCFF Base - Transportation

Action 5

Planned
Actions/Services

Actual
Actions/Services

Budgeted
Expenditures

Estimated Actual
Expenditures

GOAL 2E: Continue to provide reading aide

GOAL 2E: Reading teacher was provided for 2 hours per day to support K-6 students.

2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration
\$4,778.00

2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration

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.

Guest speaker, Derek Clark, provided a professional learning/awareness of the importance of personal relationship building at school. Staff followed up this learning by attending professional development opportunities provided by the SDCOE on restorative justice, positive behavior intervention and supports (PBIS). Verbal Behavior Associates provided an all day staff training on classroom management/behavioral interventions to support student needs as well as providing in class observations and coaching for individual teachers K-8. Weekly Wednesday professional development sessions allowed teachers time to collaborate with grade level teammates and as a teaching cohort to discuss curriculum and planning, student data/goal setting, best practices, and analyzing student data. A yearlong book study on the book, "How to Develop Growth Mindsets in the Classroom: The Complete Guide" by Mike Gershon helped to build teacher capacity in support of establishing and developing growth mindsets in the classroom. Instructional aides/paraprofessional staff were provided time to attend a 2-day paraprofessionals conference and present to fellow I.A.s. They were also provided collaborate time in which to discuss ways to support student behavior and classroom needs.

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

By providing certificated and classified staff members the opportunity to collaborate weekly, we were able to build capacity for teachers and instructional aides. Trainings and conferences helped to provide the tools staff needed to support students academically and behaviorally leading to an increase in student achievement and engagement.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Resources were increased to meet goals.

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.

Reading support was changed from an instructional aide to a credentialed teacher to better support student needs. CCSS ELA curriculum was changed from "piloting" to adopted based on feedback from teachers the previous year. We also added the hiring of a

credentialed teacher to support NGSS instruction through a program called Destination Imagination 1 half day/week. The Next Gen Math program was purchased K-8 to support the implementation of CCSS mathematics instruction.

Annual Update

LCAP Year Reviewed: 2017-18

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 3

Utilize support staff and differentiated instructional strategies/materials to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator

GOAL 3A: Provide students with personalized learning time (PLT)/small group differentiated instruction a minimum of 2 hours a week.

17-18

2 hours a week

Baseline

2 hours a week

Metric/Indicator

GOAL 3B: The percentage of ELLs reaching or maintaining English language proficiency on the CELDT will increase.

17-18

10% increase

Actual

GOAL 3A: Personalized learning time and/or small group differentiated instruction was provided for students K-8.

GOAL 3B: Due to the state's transition from CELDT to ELPAC, there is no data.

Expected

Baseline Maintain
Metric/Indicator GOAL 3C: Increase those students eligible for reclassification as English language proficient will increase (RFEP). 17-18 5% increase Baseline Maintain
Metric/Indicator GOAL 3D: Continue to provide a 0.2 licensed therapist. 17-18 0.2 Therapist Baseline 0.2 Therapist

Actual

GOAL 3C: Due to the state's transition from CELDT to ELPAC, there is no data.
GOAL 3D: A 0.2 licensed therapists was funded.

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

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
GOAL 3A: Provide RTI Pull-out and push-in, and small groups with paraprofessionals Provide after school academic/enrichment programs PLT (Personalized Learning Time) a minimum of 2x a week (DW) Study skills 1 day a week. (6th-8th) Students will have access to CCSS aligned instructional materials	GOAL 3A: Provided RTI Pull-out and push-in, and small groups with paraprofessionals as well as a credentialed teacher. Provided three sessions of after school enrichment programs for K-8 students. PLT (Personalized Learning Time) was provided a minimum of 2x a week (DW).	1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$1,659.00 2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$5,787.00	1000-1999: Certificated Personnel Salaries General Fund – Supplemental & Concentration \$4,219.00 2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$226.00

adopted curriculum and technology.
 Implementation of state standards.
 Continue outreach efforts to families.
 Provide morning tutoring.

Study skills activities were provided within PLT time as needed for 6-8 students.
 Students had access to CCSS aligned instruction materials and technology.
 Access to CCSS instructional materials were provided and implemented to all student based on board actions and reflected through CAASPP and MAP scores.
 Continued outreach efforts to families. Provided support as need arose.
 Provided Tuesday after school tutoring for student K-8.

Action 2

**Planned
 Actions/Services**

GOAL 3B: Provide study skills activities/tools 1 day a week. (6th-8th)
 Students will have access to CCSS aligned instructional materials adopted curriculum and technology.
 Continue outreach efforts to families.
 Provide morning tutoring.
 Provide ELL support and materials.
 Continue to fund an instructional aide to provide ELL support including monitoring student language proficiency to align instruction.
 Recognition of re-designation and achievement (ELL).

**Actual
 Actions/Services**

GOAL 3B: Provided RTI Pull-out and push-in, and small groups with paraprofessionals as well as a credentialed teacher.
 Provided two sessions of after school enrichment programs for K-8 students.
 PLT (Personalized Learning Time) was provided a minimum of 2x a week (DW).
 Study skills activities were provided within PLT time as needed for 6-8 students.
 Students had access to CCSS aligned instruction materials and technology.
 Access to CCSS instructional materials were provided and implemented to all student based

**Budgeted
 Expenditures**

1000-1999: Certificated Personnel Salaries General Fund – LCFF Base \$1,221.00
 2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$4,261.00

**Estimated Actual
 Expenditures**

1000-1999: Certificated Personnel Salaries General Fund – LCFF Base \$4,219.00
 2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$226.00

on board actions and reflected through CAASPP and MAP scores.
Continued outreach efforts to families. Provided support as need arose.
Provided Tuesday after school tutoring for student K-8.

Action 3

Planned Actions/Services

GOAL 3C: Increase the number of students redesigned for reclassification English proficient (RFEP).
Recognition of predesignation and achievement (ELL).
Provide learning supports including interventions, differentiated instruction and other effective teaching strategies,

Actual Actions/Services

GOAL 3C: Provided RTI Pull-out and push-in, and small groups with paraprofessionals as well as a credentialed teacher.
Provided three sessions of after school enrichment programs for K-8 students.
PLT (Personalized Learning Time) was provided a minimum of 2x a week (DW).
Study skills activities were provided within PLT time as needed for 6-8 students.
Students had access to CCSS aligned instruction materials and technology.
Access to CCSS instructional materials were provided and implemented to all student based on board actions and reflected through CAASPP and MAP scores.
Continued outreach efforts to families. Provided support as need arose.
Provided Tuesday after school tutoring for student K-8.

Budgeted Expenditures

2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$2,040.00
5800: Professional/Consulting Services And Operating Expenditures General Fund – Supplemental & Concentration \$1,450.00

Estimated Actual Expenditures

2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
GOAL 3D: Continue to fund a 0.2 licensed therapist. Hire a school counselor if/when funding permits.	GOAL 3D: Continued to fund a 0.2 licensed therapist. Researched school counseling services. Funding did not allow these services at this time.	0001-0999: Unrestricted: Locally Defined Special Education \$16,200.00	0001-0999: Unrestricted: Locally Defined Special Education \$0.00

Action 5

		Not Applicable Not Applicable	
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Action 6

		Not Applicable Not Applicable	
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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.

A well balanced curriculum with additional supplemental materials and supports provided a broad course of study that supported student academic achievement in ELA, writing, mathematical thinking proficiency, social studies, and science was provided K-8. Instructional aides were provided to help support ELL and RTI students in areas of reading and math. Teachers were provided an hourly stipend for after school tutoring in any area of academic need.

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

Tutoring was deemed helpful to struggling students as measured by parent, teacher, and student feedback. Students, parents, and teachers all provided positive comments regarding extra support services made available during and after school. Although English language proficiency data was not available due to the change from CELDT to ELPAC, teachers and parents noted gains in student language acquisition as measured by in class formative and summative assessments as well as on STAR reading and MAP interim assessments.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.
Resources were increased to meet goals.

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.
The only change to this goal was the addition of a credentialed teacher to provide RTI pull-out/push-in support to struggling students.

Annual Update

LCAP Year Reviewed: 2017-18

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 4

Administer assessments to collect and analyze data to support/improve student achievement

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator
GOAL 4A: All students, including subgroups will show growth towards state designated targets on CAASPP.

17-18
Increase by 6 points (working towards level 3)

Baseline
Proficiency (41%)

Metric/Indicator
GOAL 4B: By the end of the year, all students will meet or exceed designated target scores in MAP testing, using results to drive instruction and intervention.

17-18
Increase by 14 points (working towards level 3)

Actual

GOAL 4A:

GOAL 4B:

Expected

Actual

<p>Baseline Proficiency (26%)</p>	
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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

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>GOAL 4A: Continue MAP testing, using results to drive instruction and intervention (3x year) (DW)</p> <ul style="list-style-type: none"> 57.6% S/C and 42.4% LCFF base. <p>Ensure teachers are trained for CAASPP as test administrators</p> <p>Ensure that staff/paraprofessionals as proctors and/or student support</p> <p>Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing (DW).</p>	<p>GOAL 4A: Continue MAP testing, using results to drive instruction and intervention (3x year) (DW). Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing (DW).</p> <p>Ensure teachers are trained for CAASPP as test administrators .</p> <p>Ensure that teachers are trained in how to administer interim assessments and practice tests provided on the CAASPP website.</p> <p>Ensure that staff/paraprofessionals as proctors and/or student support.</p>	<p>2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$664.00</p> <p>5800: Professional/Consulting Services And Operating Expenditures General Fund – Supplemental & Concentration \$3,190.00</p>	<p>2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$1,554.00</p> <p>5800: Professional/Consulting Services And Operating Expenditures General Fund – Supplemental & Concentration \$3,423.00</p>

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>GOAL 4B: Continue MAP testing, using results to drive instruction and intervention (3x year). Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing to assess student progress.</p>	<p>GOAL 4B: Continue MAP testing, using results to drive instruction and intervention (3x year). Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing to assess student progress.</p>	<p>2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$489.00</p> <p>5800: Professional/Consulting Services And Operating</p>	<p>2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$1,554.00</p> <p>5800: Professional/Consulting Services And Operating</p>

Expenditures General Fund –
Supplemental & Concentration
\$3,423.00

Expenditures General Fund –
LCFF Base \$2,349.00

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.

The district assesses students in grades first through eighth three times per year using MAP. Kindergartners are tested once a year, in the spring. The data is analyzed by administration and certificated staff in order to align instruction to the specific goals/needs of the students. The district plans to renew its subscription to NWEA/MAP, Renaissance Learning (AR/STAR).

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

The district continues to see improvements in academic growth as measured by MAP and STAR data.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The difference between budgeted expenditures and actual expenditures reflects in the purchase of Next Gen Math.

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.

The district has purchased a district wide license for Next Gen Math which also offers interim assessments that can be administered by classroom teachers as needed.

Annual Update

LCAP Year Reviewed: 2017-18

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 5

Provide technology and related services to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)
- Priority 9: Expelled Pupils – COEs Only (Conditions of Learning)
- Priority 10: Foster Youth – COEs Only (Conditions of Learning)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator
GOAL 5A: Continue monitoring effectiveness of technology-based support for alignment to CCSS.
17-18
Review and Research Weekly
Baseline
Review and Research Weekly

Actual

GOAL 5A: Continued monitoring effectiveness of technology-based support for alignment to CCSS.

Expected

<p>Metric/Indicator GOAL 5B: Analyze and monitor network infrastructure to determine the district's needs.</p> <p>17-18 Review/Inspect 2 times a year</p> <p>Baseline Review/Inspect 2 times a year</p>	<p>GOAL 5B: Analyzed and monitored network infrastructure to determine the district's needs.</p>
<p>Metric/Indicator GOAL 5C: Continue to provide/maintain 1:1 laptops in grades 3rd-8th and 2:1 devices in grades K-2nd.</p> <p>17-18 Inventory 2 times a year</p> <p>Baseline Inventory 2 times a year</p>	<p>GOAL 5C: Continued to provide/maintain 1:1 laptops in grades 3rd-8th and 2:1 devices in grades K-2nd.</p>
<p>Metric/Indicator *API scores are not available: AP exam pass rate, EAP, HS drop out and HS graduation rates are to applicable for K-8 district, college & career readiness A-G or CTE.</p>	<p>*API scores are not available: AP exam pass rate, EAP, HS drop out and HS graduation rates are to applicable for K-8 district, college & career readiness A-G or CTE.</p>

Actual

<p>Metric/Indicator GOAL 5B: Analyze and monitor network infrastructure to determine the district's needs.</p> <p>17-18 Review/Inspect 2 times a year</p> <p>Baseline Review/Inspect 2 times a year</p>	<p>GOAL 5B: Analyzed and monitored network infrastructure to determine the district's needs.</p>
<p>Metric/Indicator GOAL 5C: Continue to provide/maintain 1:1 laptops in grades 3rd-8th and 2:1 devices in grades K-2nd.</p> <p>17-18 Inventory 2 times a year</p> <p>Baseline Inventory 2 times a year</p>	<p>GOAL 5C: Continued to provide/maintain 1:1 laptops in grades 3rd-8th and 2:1 devices in grades K-2nd.</p>
<p>Metric/Indicator *API scores are not available: AP exam pass rate, EAP, HS drop out and HS graduation rates are to applicable for K-8 district, college & career readiness A-G or CTE.</p>	<p>*API scores are not available: AP exam pass rate, EAP, HS drop out and HS graduation rates are to applicable for K-8 district, college & career readiness A-G or CTE.</p>

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

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
GOAL 5A: Continue to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete.	GOAL 5A: Continued to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete.	2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$17,358.00 4000-4999: Books And Supplies General Fund – Supplemental & Concentration \$2,304.00	2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration \$46,907.00 4000-4999: Books And Supplies General Fund – Supplemental & Concentration \$19,215.00

Maintain/increase support for media/technology services including maintenance. Continue to provide staffing and equipment to support computer lab access before and after school for students/family/community. Upgrade student devices for daily use in the classroom. Continue to provide ongoing membership with online learning programs (DW). Purchase technology apps, tools, and programs to support CCSS and student achievement as needed (DW).

Maintain/increased support for media/technology services including maintenance. Continued to provide staffing and equipment to support computer lab access before and after school for students/family/community. Upgraded student devices for daily use in the classroom. Continued to provide ongoing membership with online learning programs (DW). Purchased headphones to support CAASPP testing.

5800: Professional/Consulting Services And Operating Expenditures General Fund – LCFF Base \$3,400.00

Action 2

Planned
Actions/Services
 GOAL 5B: Continue to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete. Maintain/increase support for media/technology services including maintenance. Improve network infrastructure as needed to include increased bandwidth, sufficient wireless access points, scalable and reliable equipment, and device and software management systems (DW).

Actual
Actions/Services
 GOAL 5B: Continued to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete. Maintain/increase support for media/technology services including maintenance.

Budgeted
Expenditures
 2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$12,778.00
 4000-4999: Books And Supplies General Fund – LCFF Base \$1,696.00

Estimated Actual
Expenditures
 Technology Reserve 4000-4999: Books And Supplies General Fund – LCFF Base \$10,000.00

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>GOAL 5C: Continue to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete.</p> <p>Maintain/increase support for media/technology services including maintenance.</p> <p>Improve network infrastructure as needed to include increased bandwidth, sufficient wireless access points, scalable and reliable equipment, and device and software management systems (DW).</p>	<p>GOAL 5C: Continued to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete.</p> <p>Maintain/increase support for media/technology services including maintenance.</p>	<p>4000-4999: Books And Supplies General Fund – Supplemental & Concentration \$2,016.00</p>	

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.

The district continues to support technology services upgrading devices, tools, infrastructure, and bandwidth as needed. The district Technology and Multimedia Technician continues to maintain all devices and ensure that they are working optimally. Certificated staff members continued to utilize the online supports provided by Dehesa such as those provided through our board adopted math and language arts curriculum as well as supplemental supports. These supports include Dreambox, Achieve 3000, Accelerated Reader, NWEA/MAP and STAR Reading assessments.

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

100% of students had access to online curriculum through McGraw-Hill-Wonders and StudySync. District digital citizenship lessons were taught district wide which improved student understanding of online safety, the importance of using the internet responsibly, digital footprints, and online behavior.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Bandwidth issues were addressed this year and deemed not necessary. There are plans to reassess and increase bandwidth capability as new technology is purchased in the 2018-2019 school year.

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.

Bandwidth issues were addressed this year and deemed not necessary since bandwidth was increased in the 2016-2017 school year. We plan to reassess and increase bandwidth capability as new technology is purchased/implemented for the 2018-2019 school year.

Annual Update

LCAP Year Reviewed: 2017-18

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 6

Maintain and improve school climate to support student engagement and student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

Local Priorities:

Annual Measurable Outcomes

Expected

Metric/Indicator

GOAL 6A: Begin phase 1 of a new playground program, Peaceful Playgrounds (or equivalent).

17-18

Complete Phase 1

Baseline

Complete Phase 1

Metric/Indicator

GOAL 6B: Increase district wide attendance rate by 1.0 over the baseline.

17-18

Increase to 95%

Actual

GOAL 6A: Began phase 1 of a new playground program, Peaceful Playgrounds (or equivalent).

GOAL 6B:

Expected

Actual

<p>Baseline 94.56% (2016-17)</p>	
<p>Metric/Indicator GOAL 6C: Decrease chronic absenteeism 17-18 Decrease to 9% Baseline 11% of students 18 or more absences (10%)</p>	<p>GOAL 6C:</p>
<p>Metric/Indicator GOAL 6D: Maintain zero expulsions. 17-18 Maintain 0% Baseline 0% (2016-17)</p>	<p>GOAL 6D: Maintained zero expulsions.</p>
<p>Metric/Indicator GOAL 6E: Suspension rate will decrease for all student groups. 17-18 Decrease to 7% Baseline 8% (2016-17)</p>	<p>GOAL 6E:</p>
<p>Metric/Indicator GOAL 6F: Maintain zero grade 8 drop out rate. 17-18 Maintain 0% Baseline 0% (2016-17)</p>	<p>GOAL 6F: Maintained zero grade 8 drop out rate.</p>
<p>Metric/Indicator GOAL 6G: Analyze/reviews data from Health Kids Survey. 17-18 Analyze Data</p>	<p>GOAL 6G: Analyzed/reviewed data from Health Kids Survey.</p>

Expected

<p>Baseline Analyze Data</p>
<p>Metric/Indicator GOAL HG: Prioritize and complete maintenance projects as funding permits. 17-18 Complete Minimum of 25%</p>
<p>Baseline Based on FIT Report at Good or Above</p>

Actual

<p>GOAL HG: Prioritized and completed maintenance projects as funding permitted.</p>
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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

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>GOAL 6A: Implement the next phase of the NEU school murals with parent involvement Implement Peaceful Playgrounds (or equivalent) to increase safety and enjoyment of the playground facilities.</p>	<p>GOAL 6A: Trained administrative, certificated, and classified staff on the implementation Restorative Practices and Positive Behavior Intervention Support to increase safety on the playground and improve interpersonal skills while at recess.</p>	<p>4000-4999: Books And Supplies General Fund – LCFF Base \$200.00 Special Reserve Fund 6000-6999: Capital Outlay General Fund – LCFF Base \$5,000.00</p>	<p>1000-1999: Certificated Personnel Salaries General Fund – LCFF Base \$1,197.00 2000-2999: Classified Personnel Salaries General Fund – LCFF Base \$762.00</p>

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>GOAL 6B: Provide regular bus service to and from school (DW). Continue to provide incentives for attendance, academics, and character success (DW).</p>	<p>GOAL 6B: Provided regular bus service to and from school (DW). Continued to provide incentives for attendance, academics, and character success (DW).</p>	<p>2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration - Transportation \$17,533.00</p>	<p>2000-2999: Classified Personnel Salaries General Fund – Supplemental & Concentration - Transportation \$56,671.00</p>

Establish, purchase, and utilize communication tools/signage/spirit items to engage parents and the community in order to increase enrollment and attendance.

Contracted with Target River to rebrand and market. Enhanced our community profile by increasing our updated web presence on social media. Purchased signage that was posted throughout the community to promote Dehesa and increase enrollment and attendance.

4000-4999: Books And Supplies General Fund – Supplemental & Concentration - Transportation \$5,082.00

4000-4999: Books And Supplies General Fund – Supplemental & Concentration - Transportation \$1,752.00

Target River 5800: Professional/Consulting Services And Operating Expenditures General Fund – LCFF Base \$16,958.00

Action 3

Planned Actions/Services

GOAL 6C: Establish, purchase, and utilize communication tools/signage/spirit items to engage parents and the community in order to increase enrollment and attendance.

Actual Actions/Services

GOAL 6C: Provided regular bus service to and from school (DW). Continued to provide incentives for attendance, academics, and character success (DW). Contracted with Target River to rebrand and market. Enhanced our community profile by increasing our updated web presence on social media. Purchased signage that was posted throughout the community to promote Dehesa and increase enrollment and attendance.

Budgeted Expenditures

2000-2999: Classified Personnel Salaries General Fund – LCFF Base - Transportation \$12,906.00

4000-4999: Books And Supplies General Fund – LCFF Base - Transportation \$3,742.00

Estimated Actual Expenditures

Action 4

Planned Actions/Services

GOAL 6D: Purchase Gaggle: a student monitoring device for 6th-8th graders (DW). Administer Healthy Kids Survey to students 3rd-8th. Analyze Healthy Kids Survey to determine needed supports.

Actual Actions/Services

GOAL 6D: Purchased Gaggle: a student monitoring device for 6th-8th graders (DW). Administered Healthy Kids Survey to students in 5th grade through 8th grade.

Budgeted Expenditures

4000-4999: Books And Supplies General Fund – LCFF Base \$1,000.00

Estimated Actual Expenditures

Gaggle 5000-5999: Services And Other Operating Expenditures General Fund – LCFF Base \$450.00

Facilities Projects 6000-6999: Capital Outlay Other \$139,219.00

Analyzed Healthy Kids Survey to determine needed supports. Follow through on preventative maintenance for school facilities and bussing. Facilities projects include: fencing, exterior/interior painting, new furnishings, flooring, blinds, and filtered water bottle filling stations.

Action 5

**Planned
Actions/Services**

GOAL 6E: Administer Healthy Kids Survey to students 3rd-8th. Analyze Healthy Kids Survey to determine needed supports.

**Actual
Actions/Services**

GOAL 6E: Administered Healthy Kids Survey to students 3rd-8th. Analyzed Healthy Kids Survey to determine needed supports. Trained administrative, certificated, and classified staff on the implementation Restorative Practices and Positive Behavior Intervention Support to increase safety on the playground and improve interpersonal skills inside and outside the classroom.

**Budgeted
Expenditures**

5800: Professional/Consulting Services And Operating Expenditures General Fund – Supplemental & Concentration \$530.00

**Estimated Actual
Expenditures**

Action 6

**Planned
Actions/Services**

GOAL 6F: Administer Healthy Kids Survey to students 3rd-8th. Analyze Healthy Kids Survey to determine needed supports.

**Actual
Actions/Services**

GOAL 6F: Administered Healthy Kids Survey to students 3rd-8th. Analyzed Healthy Kids Survey to determine needed supports. Trained administrative, certificated, and classified staff on the implementation Restorative Practices and Positive Behavior Intervention Support to increase

**Budgeted
Expenditures**

5800: Professional/Consulting Services And Operating Expenditures General Fund – LCFF Base \$390.00

**Estimated Actual
Expenditures**

safety on the playground and improve interpersonal skills inside and outside the classroom.

Action 7

Planned
Actions/Services

GOAL 6G: Administer Healthy Kids Survey to students 3rd-8th. Analyze Healthy Kids Survey to determine needed supports.

Actual
Actions/Services

GOAL 6G: Administered Healthy Kids Survey to students 3rd-8th. Analyzed Healthy Kids Survey to determine needed supports. Trained administrative, certificated, and classified staff on the implementation Restorative Practices and Positive Behavior Intervention Support to increase safety on the playground and improve interpersonal skills inside and outside the classroom.

Budgeted
Expenditures

4000-4999: Books And Supplies
Routine Restricted Maintenance
Fund \$30,000.00

Estimated Actual
Expenditures

Action 8

Planned
Actions/Services

GOAL 6H: Follow through on preventative maintenance schedule. Repair/replace fascia and carpet to address 2015-16 FIT report (92.94%)
Perform bus service inspection by law (DW).

Actual
Actions/Services

GOAL 6H: Followed through on preventative maintenance schedule; including installing a new HVAC system and repairing roofing in three buildings. Repaired fascia and replaced carpet to address 2015-16 FIT report (92.94%)
Performed bus service inspection by law (DW).

Budgeted
Expenditures

Estimated Actual
Expenditures

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.

the district continues to promote student success through encouraging and supporting programs/incentives to improve attendance and suspension rates while maintaining a 0% eighth grade dropout rate and a 0% expulsion rate. The Healthy Kids Survey continues to be an asset in understanding the needs of the student population. The data is analyzed and used to determine supports to help improve student engagement. In addition to Lanschool, the district purchased Gaggle to improve monitoring devices. The district continues to maintain high quality facilities by ensuring that existing structures are in good repair. Additionally, we are moving forward with facilities upgrades that include: fencing, exterior/interior painting, new furnishings, flooring, blinds, and filtered water bottle filling stations. The construction projects funded for Proposition 39 were completed in summer 2017. Storm water mandated requirements were met.

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

All of the services and purchases outlined in the goal support and maintain, and improve our school climate. Facility goals were met which provided a safe environment for staff, students, and parents. Drinking fountains and water bottle stations utilize filtered water to ensure safe drinking water for staff, students, and parents.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Goal 6A's mural project was tabled to allow for the numerous planned facilities upgrades. Our actual budgeted expenditures were increased to allow for the hiring of Target River to coordinate and plan marketing and rebranding efforts.

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.

Changes to this goal were made with the expectation of improving school climate and student attendance. Therefore, the hiring of Target River effected our outcome greatly. Target River tracked the number of users clicking onto our website as well as monitored and alerted school administration so that staff could follow up with interested parties in an effort to increase student enrollment. Enrollment has increased by one student this year and another five students for the 2018-2019 school year.

Stakeholder Engagement

LCAP Year: 2018-19

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?

The involvement process included getting valuable input from multiple stakeholders, including staff (classified, certificated and itinerant), students, parents, community members, school advisory committees, local bargaining units, and school board members. The School Site Council meetings that discussed LCAP and received input were on January 10, 2017, March 14, 2017, and April 25, 2017. The Parents' Club was given the opportunity to provide input during multiple meetings. The Dehesa School Board was given updates on LCAP progress throughout the year and asked for input. Specific goals and priorities were discussed on March 9, 2017 and May 18, 2017. The staff has had access to the LCAP via GoogleDocs and were also key stakeholders, providing input during a May 24, 2017 staff meeting.

Impact on LCAP and Annual Update

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

Due to the fact that over the past few years our LCAP goals have changed minimally, input did not result in many changes for the upcoming year(s). However, one specific area of input that resulted in change was technology (Goal 5, Action B). Our Library/Media Technician shared input based on purchases and needs. Editing was provided by the staff and numerous grammatical and punctuation errors were edited.

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.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 1

Provide professional development to staff and parents to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
 - Priority 2: State Standards (Conditions of Learning)
 - Priority 3: Parental Involvement (Engagement)
 - Priority 4: Pupil Achievement (Pupil Outcomes)
 - Priority 5: Pupil Engagement (Engagement)
 - Priority 6: School Climate (Engagement)
 - Priority 7: Course Access (Conditions of Learning)
 - Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

CAASPP and MAP data confirms the need to improve student achievement on math and ELA. The results of the data helped to drive our PD plan.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
NEU Annual/National Convention	Minimum of 1 staff member & 1 administrator	Minimum of 1 staff member & 1 administrator	Minimum of 1 staff member & 1 administrator	Minimum of 1 staff member & 1 administrator

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
NEU Leadership Conferences	Minimum of 1 staff member & 1 administrator	Minimum of 1 staff member & 1 administrator	Minimum of 1 staff member & 1 administrator	Minimum of 1 staff member & 1 administrator
Parent Survey/Parent Ed	100% of surveys analyzed	100% of surveys analyzed	100% of surveys analyzed	100% of surveys analyzed
Promote Parent Involvement for all parents including parents of unduplicated students and students with exceptional needs	100% of parents receive surveys/outreach notifications/website	100% of parents receive surveys/outreach notifications/website	100% of parents receive surveys/outreach notifications/website	100% of parents receive surveys/outreach notifications/website
Teacher PD Survey	100% of surveys analyzed	100% of surveys analyzed	100% of surveys analyzed	100% of surveys analyzed
Credentialed Staff	100% fully credentialed and highly qualified	100% fully credentialed and highly qualified	100% fully credentialed and highly qualified	100% fully credentialed and highly qualified

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:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

- Increase PD opportunities for all staff/teachers.
- Provide training opportunities for maintenance and operations.

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

- Increase PD opportunities for certificated and classified staff to include computer science integration for teachers.
- Provide training opportunities for maintenance and operations.

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

- Increase PD opportunities for certificated and classified staff to include computer science integration for teachers.
- Provide training opportunities for maintenance and operations.

Budgeted Expenditures

Year 2017-18

Amount \$4,172.00

Source General Fund – Title II Cafeteria Fund

Budget Reference 5000: Travel & Conference

Year 2018-19

Amount \$4,172.00

Source General Fund – Title II Cafeteria Fund

Budget Reference 2000-2999: Classified Personnel Salaries

Year 2019-20

Amount \$4,172.00

Source General Fund – Title II Cafeteria Fund

Budget Reference 2000-2999: Classified Personnel Salaries

Action 2

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

- Increase PD opportunities for paraprofessionals (DW).
- Provide training to support physical education.
- Continue bus driver PD as required by law.

2018-19 Actions/Services

- Increase PD opportunities for paraprofessionals (DW).
- Provide training to support physical education.
- Continue bus driver PD as required by law.

2019-20 Actions/Services

- Increase PD opportunities for paraprofessionals (DW).
- Provide training to support physical education.
- Continue bus driver PD as required by law.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,232.00	\$1,427.00	\$1,427.00
Source	General Fund – LCFF Base - Transportation	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Amount	\$779.00	\$779.00	\$779.00
Source	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation
Budget Reference	5000: Travel & Conference	5000: Travel & Conference	5000: Travel & Conference

Action 3

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

- Increase PD opportunities for paraprofessionals (DW).
- Provide training to support physical education.

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,673.00	\$2,731.00	\$2,731.00
Source	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$1,058.00	\$1,058.00	\$1,058.00
Source	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation
Budget Reference	5000: Travel & Conference	5000: Travel & Conference	5000: Travel & Conference

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.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 2

Provide curriculum to support CCSS and National Standards.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

CAASPP and MAP data confirms the need to improve student achievement in math and ELA. The results of the data helped to drive our PD plan.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Teacher Collaboration	20 hours per year	20 hours per year	20 hours per year	20 hours per year
Team Collaboration (NGSS/CCSS)	30 minutes a week	30 minutes a week	30 minutes a week	30 minutes a week
Classified Collaboration	10 hours per year	10 hours per year	10 hours per year	10 hours per year

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Every student in the District has sufficient Access to Standards Aligned Instructional Materials	Board Resolution 100% of students have access	Board Resolution 100% of students have access	Board Resolution 100% of students have access	Board Resolution 100% of students have access

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:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Limited to Unduplicated Student Group(s)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Provide a minimum of 20 hours teacher team collaboration time per year.

Provide a minimum of 20 hours teacher team collaboration time per year.

Provide a minimum of 20 hours teacher team collaboration time per year.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$5,700.00	\$5,700.00	\$5,700.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Action 2

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

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
Students with Disabilities Specific Student Groups: English Learners, Foster Youth, Low Income	All Schools

OR

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

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
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Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	New Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Purchased and implemented new CCSS ELA curriculum and materials (DW).	Purchase and implement new computer science immersion program district wide to	Continue to implemented new computer science immersion program district wide to

		enhance the current board adopted curriculum (Year 1).	enhance the current board adopted curriculum (Year 2).
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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,100.00	\$1,100.00	\$1,100.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 3

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)
 [Add Students to be Served selection here] [Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)
 English Learners
 Foster Youth
 Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))
 Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)
 All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Teachers will continue to collaborate weekly to discuss the transition to CCSS and NGSS.
Purchase interim/supplemental curriculum/materials

Teachers will continue to collaborate weekly to discuss the transition to CCSS and NGSS.
Purchase interim/supplemental curriculum/materials

Teachers will continue to collaborate weekly to discuss the transition to CCSS and NGSS.
Purchase interim/supplemental curriculum/materials

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$630.00	\$630.00	\$630.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 4

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Instructional aides/paraprofessionals will meet/collaborate a minimum of 10 hours per year · Continue to fund physical education program at Sycuan, including transportation (including PE aide time).

2018-19 Actions/Services

Instructional aides/paraprofessionals will meet/collaborate a minimum of 10 hours per year · Continue to fund physical education program at Sycuan, including transportation (including PE aide time).

2019-20 Actions/Services

Instructional aides/paraprofessionals will meet/collaborate a minimum of 10 hours per year · Continue to fund physical education program at Sycuan, including transportation (including PE aide time).

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$800.00	\$9,965.00	\$9,965.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$6,230.00	\$6,230.00	\$6,230.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount	\$2,935.00	\$2,935.00	\$2,935.00
Source	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Action 5

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Limited to Unduplicated Student Group(s)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Continue to provide reading aide.

2018-19 Actions/Services

Continue to provide reading aide.

2019-20 Actions/Services

Continue to provide reading aide.

Budgeted Expenditures

Year 2017-18

Amount \$4,778.00

Source General Fund – Supplemental & Concentration

Budget Reference 2000-2999: Classified Personnel Salaries

2018-19

\$4,778.00

General Fund – Supplemental & Concentration

2000-2999: Classified Personnel Salaries

2019-20

\$4,778.00

General Fund – Supplemental & Concentration

2000-2999: Classified Personnel Salaries

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.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 3

Utilize support staff and differentiated instruction strategies/materials to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

CAASPP, MAP, and CELDT scores provide data to justify the support staff and materials to meet the individual student needs. Social/emotional needs for our special education students are supported by our 0.2 therapist.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline		
	2017-18	2018-19	2019-20
PLT for Students	2 hours a week	2 hours a week	2 hours a week
EL Proficiency	Maintain	12% increase	15% increase
EL Reclassification	Maintain	6% increase	8% increase

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Licensed Therapist	0.2 Therapist	0.2 Therapist	0.2 Therapist	0.2 Therapist
Implementation of State Standards	Maintain	Maintain	Maintain	Maintain
All students have a broad course of study including unduplicated students and students with specific needs	90% of students show progress/growth on report cards	92% of students show progress/growth on report cards	93% of students show progress/growth on report cards	95% of students show progress/growth on report cards

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:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Modified Action	Unchanged Action
<p>2017-18 Actions/Services</p> <ul style="list-style-type: none"> • Provide RTI Pull-out, push-in, and small groups with paraprofessionals. • Provide after school academic/enrichment programs. • PLT (Personalized Learning Time) a minimum of 2x a week (DW). 	<p>2018-19 Actions/Services</p> <ul style="list-style-type: none"> • Provide RTI Pull-out, push-in, and small groups with paraprofessionals. • Provide after school academic/enrichment programs. • PLT (Personalized Learning Time) a minimum of 2x a week for seventh and eighth grade students. 	<p>2019-20 Actions/Services</p> <ul style="list-style-type: none"> • Provide RTI Pull-out, push-in, and small groups with paraprofessionals. • Provide after school academic/enrichment programs. • PLT (Personalized Learning Time) a minimum of 2x a week for seventh and eighth grade students.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,659.00	\$1,659.00	\$1,659.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$5,787.00	\$5,787.00	\$5,787.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Action 2

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)	(Select from All Schools, Specific Schools, and/or Specific Grade Spans)
All	All Schools

OR

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

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Unchanged Action

Unchanged Action

2017-18 Actions/Services

Students will have access and support for CCSS aligned instructional materials, adopted curriculum, and technology.

2018-19 Actions/Services

Students will have access and support for CCSS aligned instructional materials, adopted curriculum, and technology.

2019-20 Actions/Services

Students will have access and support for CCSS aligned instructional materials, adopted curriculum, and technology.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,221.00	\$1,221.00	\$1,221.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$4,261.00	\$4,261.00	\$4,261.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Action 3

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Low Income**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Limited to Unduplicated Student Group(s)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

- Provide learning supports including interventions, differentiated instruction, and other effective teaching strategies (DW)
- Provide afternoon tutoring 1x/week.

2018-19 Actions/Services

- Provide learning supports including interventions, differentiated instruction, and other effective teaching strategies (DW)
- Provide afternoon tutoring 1x/week.

2019-20 Actions/Services

- Provide learning supports including interventions, differentiated instruction, and other effective teaching strategies (DW)
- Provide afternoon tutoring 1x/week.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$2,040.00	\$2,040.00	\$2,040.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Amount	\$1,450.00	\$1,450.00	\$1,450.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures

Action 4

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

- Provide ELL support and materials.
- Continue to provide to ELL support by a credentialed teacher, including monitoring student language proficiency to align support.
- Recognition of redesignation and achievement (ELL).

2018-19 Actions/Services

- Provide ELL support and materials.
- Continue to provide to ELL support by a credentialed teacher, including monitoring student language proficiency to align support.
- Recognition of redesignation and achievement (ELL).

2019-20 Actions/Services

- Provide ELL support and materials.
- Continue to provide to ELL support by a credentialed teacher, including monitoring student language proficiency to align support.
- Recognition of redesignation and achievement (ELL).

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,552.00	\$1,552.00	\$1,552.00
Source	General Fund – Title III	General Fund – Title III	General Fund – Title III
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 5

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Low Income

Limited to Unduplicated Student Group(s)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Unchanged Action

Unchanged Action

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Continue outreach efforts to low income families.

Continue outreach efforts to low income families.

Continue outreach efforts to low income families.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,000.00	\$1,000.00	\$1,000.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 6

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Students with Disabilities

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Budgeted Expenditures

2017-18 Actions/Services
Study Skills 1 day a week (6-8)

2018-19 Actions/Services

2019-20 Actions/Services

Year	2017-18	2018-19	2019-20
Amount	\$16,200.00	\$16,200.00	\$16,200.00
Source	Special Education	Special Education	Special Education
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures

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.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 4

Administer assessments to collect and analyze data to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 2: State Standards (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 5: Pupil Engagement (Engagement)

Local Priorities:

Identified Need:

CAASPP and MAP scores provide data to justify the support staff and materials to meet individual student needs.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline		
	2017-18	2018-19	2019-20
CAASPP Growth ELA	Increase by 6 points (working towards level 3)	Increase by 5 points (working towards level 3)	Increase by 5 points (working towards level 3)
CAASPP Growth Math	Increase by 14 points (working towards level 3)	Increase by 14 points (working towards level 3)	Increase by 14 points (working towards level 3)
MAP Growth ELA	Increase to 46%	Increase to 53%	Increase to 60%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
MAP Growth Math	Proficiency (46%)	Increase to 51%	Increase to 58%	Increase to 65%
Implementation of State Standards	Maintain	Maintain	Maintain	Maintain
Standard Implementation of CAASPP/SBAC for all learners including English Learners in ELA and Math per CAASPP/SBAC Reports	CAASPP/SBAC Standard implementation to 100% of students	CAASPP/SBAC Standard implementation to 100% of students	CAASPP/SBAC Standard implementation to 100% of students	CAASPP/SBAC Standard implementation to 100% of students

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:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Continue MAP testing, using results to drive instruction and intervention (3x year). Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing.

2018-19 Actions/Services

Continue MAP testing, using results to drive instruction and intervention (3x year). Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing.

2019-20 Actions/Services

Continue MAP testing, using results to drive instruction and intervention (3x year). Continue Renaissance Learning/STAR (or equivalent) reading/math program and testing.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$664.00	\$664.00	\$664.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$3,190.00	\$3,190.00	\$3,190.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures

Action 2

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

<p>Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)</p> <p>[Add Students to be Served selection here]</p>	<p>Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))</p> <p>[Add Scope of Services selection here]</p>	<p>Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)</p> <p>[Add Location(s) selection here]</p>
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Actions/Services

<p>Select from New, Modified, or Unchanged for 2017-18</p> <p>Unchanged Action</p>	<p>Select from New, Modified, or Unchanged for 2018-19</p> <p>Unchanged Action</p>	<p>Select from New, Modified, or Unchanged for 2019-20</p> <p>Unchanged Action</p>
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<p>2017-18 Actions/Services</p> <p>Ensure teachers are trained for CAASPP as test administrators. Ensure that staff/paraprofessionals as proctors and/or student support.</p>	<p>2018-19 Actions/Services</p> <p>Ensure teachers are trained for CAASPP as test administrators. Ensure that staff/paraprofessionals as proctors and/or student support.</p>	<p>2019-20 Actions/Services</p> <p>Ensure teachers are trained for CAASPP as test administrators. Ensure that staff/paraprofessionals as proctors and/or student support.</p>
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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$489.00	\$489.00	\$489.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$2,349.00	\$2,349.00	\$2,349.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures

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.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 5

Provide technology and related services to support/improve student achievement.

State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
 - Priority 2: State Standards (Conditions of Learning)
 - Priority 3: Parental Involvement (Engagement)
 - Priority 4: Pupil Achievement (Pupil Outcomes)
 - Priority 5: Pupil Engagement (Engagement)
 - Priority 7: Course Access (Conditions of Learning)
 - Priority 8: Other Pupil Outcomes (Pupil Outcomes)
 - Priority 9: Expelled Pupils – COEs Only (Conditions of Learning)
 - Priority 10: Foster Youth – COEs Only (Conditions of Learning)
- Local Priorities:

Identified Need:

CAASPP and MAP scores provide data to justify the support staff to administer tests and analyze data, and the purchase of technology to meet the individual student needs.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Analyze/Monitor Tech Effectiveness	Review and Research Weekly	Review and Research Weekly	Review and Research Weekly	Review and Research Weekly

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Analyze/Monitor Infrastructure	Review/Inspect 2 times a year	Review/Inspect 2 times a year	Review/Inspect 2 times a year	Review/Inspect 2 times a year
Technology Inventory (student devices)	Inventory 2 times a year	Inventory 2 times a year	Inventory 2 times a year	Inventory 2 times a year

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:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Continue to provide staffing and equipment to support computer lab access

2018-19 Actions/Services

Continue to provide staffing and equipment to support computer lab access

2019-20 Actions/Services

Continue to provide staffing and equipment to support computer lab access

before and after school for students/family/community.	before and after school for students/family/community.	before and after school for students/family/community.
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Budgeted Expenditures

	2017-18	2018-19	2019-20
Year	2017-18	2018-19	2019-20
Amount	\$17,358.00	\$17,358.00	\$17,358.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$2,304.00	\$2,304.00	\$2,304.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 2

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

Students to be Served:
 (Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

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

Students to be Served:
 (Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:
 (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
<ul style="list-style-type: none"> Maintain/increase support for media/technology services including maintenance. Continue to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete. Improve network infrastructure as needed to include increased bandwidth, sufficient wireless access points, scalable and reliable equipment, and device and software management systems (DW.) 	<ul style="list-style-type: none"> Maintain/increase support for media/technology services including maintenance. Continue to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete. Improve network infrastructure as needed to include increased bandwidth, sufficient wireless access points, scalable and reliable equipment, and device and software management systems (DW.) 	<ul style="list-style-type: none"> Maintain/increase support for media/technology services including maintenance. Continue to fund a technology reserve to provide sufficient funding for replacement of teacher devices, student devices, and infrastructure equipment as they become obsolete. Improve network infrastructure as needed to include increased bandwidth, sufficient wireless access points, scalable and reliable equipment, and device and software management systems (DW.)

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$12,778.00	\$12,778.00	\$12,778.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$1,696.00	\$1,696.00	\$1,696.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 3

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Schoolwide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Continue to provide ongoing membership with online learning programs (DW)

2018-19 Actions/Services**2019-20 Actions/Services****Budgeted Expenditures**

Year 2017-18

Amount \$2,016.00

Source General Fund – Supplemental & Concentration

Budget Reference 4000-4999: Books And Supplies

2018-19

General Fund – Supplemental & Concentration

4000-4999: Books And Supplies

2019-20

General Fund – Supplemental & Concentration

4000-4999: Books And Supplies

Action 4

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Unchanged Action

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Purchase technology apps, tools, and programs to support CCSS and student achievement as needed (DW)

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,484.00	\$1,484.00	\$1,484.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

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.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 6

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Identified Need:

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline			
	2017-18	2018-19	2019-20	
Playground Program	Complete Phase 1	Review/Consider Phase 2	Review/Consider Phase 2	Review/Consider Phase 2
Attendance Rate (Synergy Report)	Increase to 95%	Increase to 95.5%	Maintain 96%	
Chronic Absenteeism (Synergy Report)	Decrease to 9%	Decrease to 8%	Decrease to 7%	
Expulsion Rate	Maintain 0%	Maintain 0%	Maintain 0%	
Suspension Rate	Decrease to 7%	Decrease to 6%	Decrease to 5%	

Metrics/Indicators	Baseline 0% (2016-17)	2017-18	2018-19	2019-20
Drop Out Rate	0% (2016-17)	Maintain 0%	Maintain 0%	Maintain 0%
Health Kids Survey	Analyze Data	Analyze Data	Analyze Data	Analyze Data
Maintenance Projects	Based on FIT Report at Good or Above	Complete Minimum of 25%	Complete Minimum of 25%	Complete Minimum of 25%
Facilities maintained in good repair	Based on FIT Report at Good or Above	Based on FIT Report at Good or Above	Based on FIT Report at Good or Above	Based on FIT Report at Good or Above

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:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

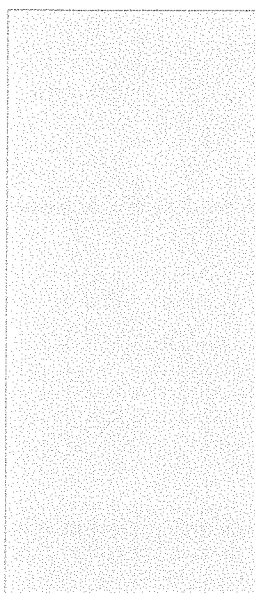
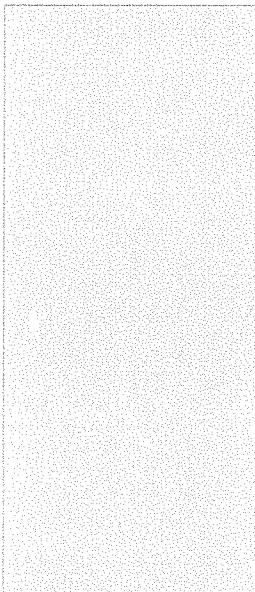
Unchanged Action	Unchanged Action	Unchanged Action	Unchanged Action
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2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

- Implement the next Phase of the NEU school murals with parent involvement
- Implement Peaceful Playgrounds (or equivalent) to increase safety and enjoyment of the playground facilities



Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$200.00	500.00	500.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount	\$5,000.00		
Source	General Fund – LCFF Base		
Budget Reference	6000-6999: Capital Outlay Special Reserve Fund		

Action 2

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

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income) **Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18 Select from New, Modified, or Unchanged for 2018-19 Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Unchanged Action	Unchanged Action
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2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Provide regular bus service to and from school (DW)		

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$17,533.00	\$17,533.00	\$17,533.00
Source	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$5,082.00	\$5,082.00	\$5,082.00
Source	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation	General Fund – Supplemental & Concentration - Transportation
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 3

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Perform bus service inspections and maintenance as needed and/or required by law (DW)		

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$12,906.00	\$12,906.00	\$12,906.00
Source	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation
Budget Reference	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$3,742.00	\$3,742.00	\$3,742.00
Source	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation	General Fund – LCFF Base - Transportation
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 4

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

Students to be Served:
 (Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:
 (Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:
 (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):
 (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Continue to provide incentives for attendance, academics, and character success (DwV)

2018-19 Actions/Services

2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$1,000.00	\$1,000.00	\$1,000.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 5

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Purchase Gaggle: a student monitoring device for 6th-8th graders (DW)

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$530.00	\$530.00	\$530.00
Source	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration	General Fund – Supplemental & Concentration
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures

Action 6

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Schoolwide, or Limited to Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Unchanged Action	Unchanged Action
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2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Administer Healthy Kids Survey to students 3rd-8th		
<ul style="list-style-type: none"> Analyze Healthy Kids Survey to determine needed supports 		

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$390.00	\$390.00	\$390.00
Source	General Fund – LCFF Base	General Fund – LCFF Base	General Fund – LCFF Base
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures	5800: Professional/Consulting Services And Operating Expenditures

Action 7

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

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

OR

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

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Unchanged Action

Unchanged Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Follow through on preventative maintenance schedule

- Repair/replace fascia and carpet to address 2015-16 FIT report (92.94%)

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$30,000.00	\$30,000.00	\$30,000.00
Source	Routine Restricted Maintenance Fund	Routine Restricted Maintenance Fund	Routine Restricted Maintenance Fund
Budget Reference	4000-4999: Books And Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2018-19

Estimated Supplemental and Concentration Grant Funds

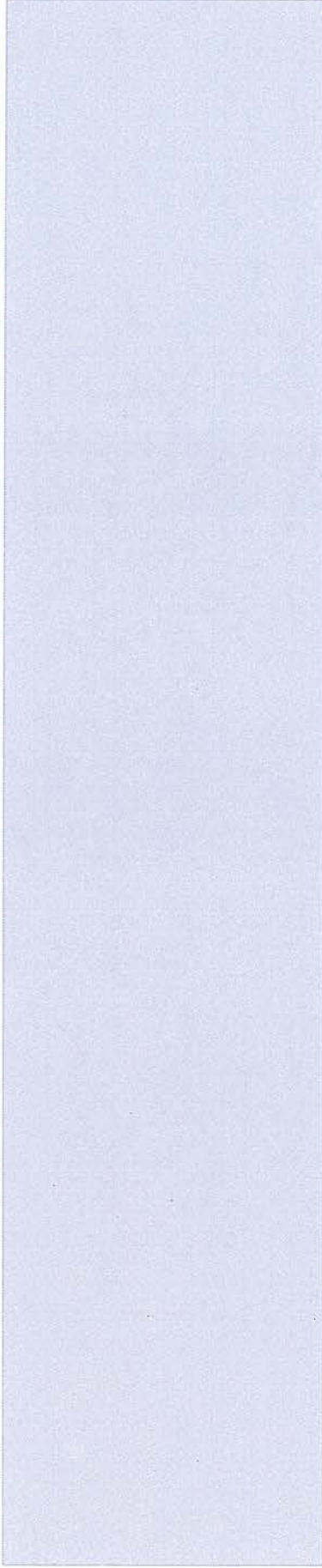
\$

Percentage to Increase or Improve Services

%

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).



Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2017-18

Estimated Supplemental and Concentration Grant Funds

\$90,526.00

Percentage to Increase or Improve Services

8.05%

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).

The district's target proportionality percentage for 2017-18 is 13.21%. Services and supports for focus students (unduplicated students, English Learners (EL), foster youth (FY) and Low Income (LI) will be increased and improved by at least 13.21% as compared to services and supports provided to all students. This represents \$142, 473 in supplemental concentration funds.

The district will meet this proportionality percentage through allocated supplemental and concentration funds, representing increased services of approximately \$140,000. In addition, improved services will also be provided for focus students to promote equity and excellence for all students as described below:

Districtwide services will be principally directed toward the needs of unduplicated students as established by the data. Using research based strategies such as parent involvement and increased adult support will effectively improve the educational program for unduplicated students.

1C

The district will work to analyze parent survey results to align parent education opportunities to service our unduplicated students based on parent need and interest.

2A

CCSS ELA curriculum will be adopted based on available support materials that specifically support EL, LI, and FY.

2B

The district will purchase supplemental curriculum/materials in ELA, math, history/social studies, and NGSS to support EL, LI, and FY.

2D

The district will provide an instructional aide for reading to support LI, FY and special education students.

3A

ELD standard proficiency scales will be used with the common core state standards proficiency scales to: monitor the progress of EL including long- term EL (LTEL) and reclassified students. Determine the short and long-term needs of ELs.

Kindergarten and first grade students will receive differentiated instruction to ensure reading proficiency by grade three.

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).

Targeted intervention and support (including PLT) will continue to be provided for at-risk learners including FY and LI students.

After school enrichment programs will be offered free of charge for LI students.

Before school tutoring will be offered to targeted EL, FY, and LI students who can benefit from extra support.

The district will continue to provide outreach efforts to families of EL, FY, and LI to meet specific, immediate needs.

The End

3B

Targeted intervention and support will continue to be provided for at-risk learners including EL.

The district will continue to fund an instructional aide to provide EL support including monitoring student language proficiency to align instruction and design an integrated and designated system of support for EL achievement by utilizing the proficiency standards and proficiency scales.

Provide learning supports and best first practices for EL identified in the California ELA/ELD Framework.

3C

The district will continue to increase the number of students Redesignated for reclassification English Proficient (RFEP) and then recognize their achievement.

The district will continue to provide counseling and psychological services that address student social and emotional needs.

The district will continue to provide support, case management and referrals for ongoing mental health treatment, in conjunction with other behavioral and support services.

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).

4A

Provide training and support for the annual testing of English Proficiency CELDT (Kindergarten and initials only) and ELPAC.

In addition to our current LCAP goals, the district will be working with SDCOE to provide a part-time (no-cost) intern social worker to work with families to address the needs of students who are struggling academically and experience attendance issues.

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. The LCAP is a three-year plan, which is reviewed and updated annually, as required. 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 EC. 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, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter 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/fg/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; in addition, list the state and/or local priorities addressed by the planned goals. 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. *EC* 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. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* 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, enter 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, enter 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

List the state and/or local priorities addressed by the goal. 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 included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as 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 entering "All", "Students with Disabilities", or "Specific Student

Group(s)". If "Specific Student Group(s)" is entered, 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 identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying 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 the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

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 enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “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:

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” 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.
- Enter “Unchanged Action” 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 enter “Unchanged Action” 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 *EC* 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 enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections 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 *California Code of Regulations*, Title 5 (5 CCR) Section 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 Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 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 (CCSS) for English Language Arts
 - b. Mathematics – CCSS for Mathematics
 - c. English Language Development (ELD)
 - 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 University of California (UC) or California State University (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 California English Language Development Test (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. S broad course of study including courses described under *EC* 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 *EC* 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 *EC* 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 5 *CCR* 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 *EC* 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 *EC* 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 *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 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 *EC* Section 42238.01 and groups as defined in *EC* 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 *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* 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?

Prepared by the California Department of Education, October 2016

LCAP Expenditure Summary

Funding Source	Total Expenditures by Funding Source						2017-18 through 2019-20 Total
	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total	
All Funding Sources	192,932.00	563,353.00	186,968.00	190,670.00	190,670.00	568,308.00	
Federal Funds	10,000.00	9,437.00	0.00	0.00	0.00	0.00	
General Fund – LCFF Base	37,514.00	88,231.00	38,998.00	44,890.00	44,890.00	128,778.00	
General Fund – LCFF Base - Transportation	21,594.00	2,348.00	21,594.00	20,362.00	20,362.00	62,318.00	
General Fund – Supplemental & Concentration	48,106.00	118,302.00	49,106.00	47,090.00	47,090.00	143,286.00	
General Fund – Supplemental & Concentration - Transportation	25,346.00	59,841.00	25,346.00	26,404.00	26,404.00	78,154.00	
General Fund – Title II Cafeteria Fund	4,172.00	10,183.00	4,172.00	4,172.00	4,172.00	12,516.00	
General Fund – Title III	0.00	0.00	1,552.00	1,552.00	1,552.00	4,656.00	
Other	0.00	274,849.00	0.00	0.00	0.00	0.00	
Routine Restricted Maintenance Fund	30,000.00	0.00	30,000.00	30,000.00	30,000.00	90,000.00	
Special Education	16,200.00	0.00	16,200.00	16,200.00	16,200.00	48,600.00	
Supplemental and Concentration	0.00	162.00	0.00	0.00	0.00	0.00	

* Totals based on expenditure amounts in goal and annual update sections.

Object Type	Total Expenditures by Object Type					
	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	192,932.00	563,353.00	186,968.00	190,670.00	190,670.00	568,308.00
0001-0999: Unrestricted: Locally Defined	16,200.00	0.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries	8,580.00	55,853.00	8,580.00	8,580.00	8,580.00	25,740.00
2000-2999: Classified Personnel Salaries	85,234.00	115,815.00	85,234.00	99,824.00	99,824.00	284,882.00
4000-4999: Books And Supplies	64,000.00	81,389.00	58,036.00	56,320.00	56,320.00	170,676.00
5000-5999: Services And Other Operating Expenditures	0.00	450.00	0.00	0.00	0.00	0.00
5000: Travel & Conference	6,009.00	7,793.00	6,009.00	1,837.00	1,837.00	9,683.00
5800: Professional/Consulting Services And Operating Expenditures	7,909.00	27,204.00	24,109.00	24,109.00	24,109.00	72,327.00
6000-6999: Capital Outlay	5,000.00	274,849.00	5,000.00	0.00	0.00	5,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	All Funding Sources	192,932.00	563,353.00	186,968.00	190,670.00	190,670.00	568,308.00
0001-0999: Unrestricted: Locally Defined	Special Education	16,200.00	0.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries	Federal Funds	0.00	9,041.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries	General Fund – LCFF Base	1,221.00	5,416.00	1,221.00	1,221.00	1,221.00	3,663.00
1000-1999: Certificated Personnel Salaries	General Fund – Supplemental & Concentration	7,359.00	41,396.00	7,359.00	7,359.00	7,359.00	22,077.00
2000-2999: Classified Personnel Salaries	General Fund – LCFF Base	18,328.00	2,184.00	18,328.00	28,920.00	28,920.00	76,168.00
2000-2999: Classified Personnel Salaries	General Fund – LCFF Base - Transportation	17,073.00	2,348.00	17,073.00	15,841.00	15,841.00	48,755.00
2000-2999: Classified Personnel Salaries	General Fund – Supplemental & Concentration	30,627.00	50,804.00	30,627.00	30,627.00	30,627.00	91,881.00
2000-2999: Classified Personnel Salaries	General Fund – Supplemental & Concentration - Transportation	19,206.00	56,671.00	19,206.00	20,264.00	20,264.00	59,734.00
2000-2999: Classified Personnel Salaries	General Fund – Title II Cafeteria Fund	0.00	3,808.00	0.00	4,172.00	4,172.00	8,344.00
4000-4999: Books And Supplies	Federal Funds	10,000.00	396.00	0.00	0.00	0.00	0.00
4000-4999: Books And Supplies	General Fund – LCFF Base	10,226.00	59,823.00	11,710.00	12,010.00	12,010.00	35,730.00
4000-4999: Books And Supplies	General Fund – LCFF Base - Transportation	3,742.00	0.00	3,742.00	3,742.00	3,742.00	11,226.00
4000-4999: Books And Supplies	General Fund – Supplemental & Concentration	4,950.00	19,256.00	5,950.00	3,934.00	3,934.00	13,818.00
4000-4999: Books And Supplies	General Fund – Supplemental & Concentration - Transportation	5,082.00	1,752.00	5,082.00	5,082.00	5,082.00	15,246.00
4000-4999: Books And Supplies	General Fund – Title III	0.00	0.00	1,552.00	1,552.00	1,552.00	4,656.00
4000-4999: Books And Supplies	Routine Restricted Maintenance Fund	30,000.00	0.00	30,000.00	30,000.00	30,000.00	90,000.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
4000-4999: Books And Supplies	Supplemental and Concentration	0.00	162.00	0.00	0.00	0.00	0.00
5000-5999: Services And Other Operating Expenditures	General Fund – LCFF Base	0.00	450.00	0.00	0.00	0.00	0.00
5000: Travel & Conference	General Fund – LCFF Base - Transportation	779.00	0.00	779.00	779.00	779.00	2,337.00
5000: Travel & Conference	General Fund – Supplemental & Concentration - Transportation	1,058.00	1,418.00	1,058.00	1,058.00	1,058.00	3,174.00
5000: Travel & Conference	General Fund – Title II Cafeteria Fund	4,172.00	6,375.00	4,172.00	0.00	0.00	4,172.00
5800: Professional/Consulting Services And Operating Expenditures	General Fund – LCFF Base	2,739.00	20,358.00	2,739.00	2,739.00	2,739.00	8,217.00
5800: Professional/Consulting Services And Operating Expenditures	General Fund – Supplemental & Concentration	5,170.00	6,846.00	5,170.00	5,170.00	5,170.00	15,510.00
5800: Professional/Consulting Services And Operating Expenditures	Special Education	0.00	0.00	16,200.00	16,200.00	16,200.00	48,600.00
6000-6999: Capital Outlay	General Fund – LCFF Base	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
6000-6999: Capital Outlay	Other	0.00	274,849.00	0.00	0.00	0.00	0.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
Goal 1	18,914.00	173,882.00	8,914.00	10,167.00	10,167.00	29,248.00
Goal 2	22,173.00	74,096.00	22,173.00	31,338.00	31,338.00	84,849.00
Goal 3	32,618.00	8,890.00	35,170.00	35,170.00	35,170.00	105,510.00
Goal 4	6,692.00	9,954.00	6,692.00	6,692.00	6,692.00	20,076.00
Goal 5	36,152.00	79,522.00	37,636.00	35,620.00	35,620.00	108,876.00
Goal 6	76,383.00	217,009.00	76,383.00	71,683.00	71,683.00	219,749.00

* Totals based on expenditure amounts in goal and annual update sections.

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Public Hearing 2018-19
Proposed District Budget

Meeting Date: June 14, 2018
<input type="checkbox"/> Action
<input type="checkbox"/> First Reading
<input type="checkbox"/> Information
<input type="checkbox"/> Presentation
<input type="checkbox"/> Discussion
<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Roll Call Vote Required

Background:

Education Code 42127 requires school districts to hold a public hearing prior to July 1st of each year on the budget to be adopted for the subsequent year. In accordance with Education Code Section 52062(b)(2), the public hearing for the budget must be held at the same meeting as the public hearing for the Local Control Accountability Plan (LCAP). Education Code Section 52062(b)(2) further requires the governing board of a school district to adopt the LCAP and the Budget at the same meeting. The meeting to adopt the Budget and the LCAP must be held after, but not on the same day as meeting for the public hearings.

Report:

The 2018-19 Budget Report is attached along with the required supplemental forms. The report indicates that Dehesa School District qualifies for a Positive Certification and will be able to meet its financial obligations for 2018-19 and the two subsequent fiscal years.

Financial Impact:

The financial impact is outlined in the budget report.

Student Impact:

The 2018-19 Budget does not include reductions in services currently provided to students.

Recommendation:

This is a Public Information item for the purpose of Citizen and Board Input. The meeting to adopt the 2018-19 Budget is scheduled for June 25, 2018.

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Nancy Hauer

From: Anna Buxbaum

Subject: 2018-19 Budget
Reserve Balances

Meeting Date: June 13, 2018
<input type="checkbox"/> Action
<input type="checkbox"/> First Reading
<input checked="" type="checkbox"/> Information
<input type="checkbox"/> Presentation
<input type="checkbox"/> Discussion
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Roll Call Vote Required

Background:

Education Code 42127(a)(2)(B) requires school districts to provide specific information on District reserve balances. The information must be provided and made available for public review during the public hearing for the adopted budget.

Report:

The attached spreadsheet provides the required information on reserve balances for the District. The reserve balance calculations reflect the amounts proposed on the 2018-19 Budget.

Financial Impact:

N/A. This item is for informational purposes only.

Student Impact:

N/A

Recommendation:

It is recommended that the Board review the reserve information provided on the attached spreadsheet.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: The Heights Charter
renewal

Meeting Date: June 13, 2018

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

Background:

The Heights Charter School was granted initially in July of 2012. The Heights Charter School has presented their proposal to renew their agreement between the District and the charter school.

Report:

The petition was submitted to the District on or about May 8, 2018. A public hearing was conducted on May 17, 2018.

Financial Impact:

There is no financial impact to the District. Oversight fees are paid to the District based on average daily attendance.

Student Impact:

The charter school funding provides potential support for student instructional programs, and/or provides additional economic reserves for the District as determined by the Governing Board.

Recommendation:

Administration recommends approval of the renewal petition as detailed in the attached Staff Report and proposed Resolution.

Agenda Item #: VII.C.1

DEHESA SCHOOL DISTRICT
RESOLUTION REGARDING THE
HEIGHTS CHARTER SCHOOL RENEWAL PETITION

RESOLUTION NO. 2018-06-01

On a motion of member _____, seconded by member _____, the following Resolution is adopted:

WHEREAS, the approval of charter schools is governed by the Charter Schools Act of 1992, as subsequently amended, Education Code sections 47600 et seq.;

WHEREAS, the Dehesa School District (“District”), received the proposed renewal petition (“Petition”) for the **Heights Charter School** (“Charter School”) on or about May 8, 2018;

WHEREAS, consistent with Education Code section 47605 subdivision (b), at a meeting on May 17, 2018, a public hearing was held on the Petition, at which time the Board of Trustees of the Dehesa School District (“Board”) considered the level of support for the Petition and heard a presentation by the Heights Charter School;

WHEREAS, approval of charter petitions is governed by the standards and criteria set forth in Education Code section 47605;

WHEREAS, Education Code section 47605 subdivision (b) prohibits the Board from denying a charter petition unless it makes factual findings, specific to the particular charter school, setting forth facts to support one or more findings;

WHEREAS, the District’s Staff have prepared and submitted a Staff Report to the Board which contains detailed recommendations and findings of fact specific to the Petition, and attached hereto;

WHEREAS, the Board has received and reviewed:

- The Staff Report;
- Letters from Superintendent Hauer to Alpine Union School District Superintendent Newman dated May 14, 2018, and June 6, 2018, notifying the Alpine Union School District of the Heights Charter School’s proposal to operate a single site within Alpine Union School District’s boundaries;
- The Petition and its appendices, including detailed information on the Heights students’ standardized test results over time; the Heights California School Dashboard data; articles of incorporation, bylaws, and the conflict of interest policy for the non-profit public benefit corporation operating as the Heights Charter School; and three-year budget and cashflow projections; and

- A letter from NAI San Diego dated April 16, 2018, documenting the Heights Charter School's most recent efforts in April to locate a single site or facility to house its entire program within the Dehesa School District.

(Included as attachments to this Resolution.)

NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF TRUSTEES AS FOLLOWS: the Board of Trustees adopts the Staff's findings of fact as contained in the Staff Report in their entirety as the factual findings of the Board of Trustees.

BE IT FURTHER RESOLVED, that the Board finds based on the credible evidence before it that the Heights Charter School has attempted to locate a single site or facility to house its entire program within the District's boundaries, but such a site is unavailable, and that the Alpine Union School District (within which the Heights proposes to operate a single site) has been notified in advance of this approval of the Heights intent to operate a single site within the Alpine Union School District's boundaries; therefore, the Heights may operate one site within the boundaries of the Alpine Union School District so long as the Heights notifies the San Diego County Superintendent of Schools and the State Superintendent of Public Instruction before the Heights commences operations at the site under this Petition renewal.

BE IT FURTHER RESOLVED, that based upon these findings of fact, the Board approves and renews the Heights Charter School Petition for a term of 5 years commencing on July 1, 2018, and ending on June 30, 2023.

IN WITNESS of the adoption of the foregoing Resolution, we, the members present and voting thereon, have hereunto set our hands this 13th day of June, 2018, County of San Diego, California.

Approval:

Dissenting:

Abstaining:

Absent:

I, Nancy Hauer, Superintendent for the Board of Trustees of the Dehesa School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly adopted by said Board at a regular meeting thereof, on the date and place and by the vote above stated, which Resolution is on file and of record in the office of said Board.

DATE:

Nancy Hauer

DEHESA SCHOOL DISTRICT

Board of Trustees

Karl Becker, 2018
Christina Becker, 2018
Mark Zacovic, 2020
Karen Kirkpatrick 2018
Cindy K. White, 2018

"Excellence in Education Since 1876"

4612 Dehesa Road
El Cajon, CA 92019

Superintendent

Nancy Hauer

Principal

Heather Griffiths

Business Manager

Anna Buxbaum

Telephone (619) 444-2161 Fax (619) 444-2161

To: The Governing Board
Dehesa School District

From: Nancy Hauer
Superintendent

Date: 06-07-2018

Re.: Staff Report on the Heights Charter School Renewal Charter Petition

FACTUAL BACKGROUND and RECOMMENDATION:

The Dehesa School District (Dehesa) has received a renewal petition (Petition) for The Heights Charter School (The Heights), submitted to Dehesa on or about May 8, 2018. A Public Hearing was held at the May 17, 2018, Dehesa School District Board of Trustees (Board) meeting and a decision by the Board to approve or deny the renewal petition is scheduled for June 13, 2018. The Heights was initially approved by the Board in 2012.

CONCLUSIONS:

1. The Heights has increased pupil academic achievement.
2. Approving the Petition is consistent with sound educational practice.
3. The Petition does not present an unsound educational program.
4. The Petitioners are not demonstrably unlikely to successfully implement the program set forth in the Petition.
5. The Petition does not need to contain signatures because it is a renewal petition.
6. The Petition contains affirmations as required by Educ. Code § 47605(d).

7. The Petition contains reasonably comprehensive descriptions of 15 elements which are detailed in Educ. Code § 47605(b)(5).
8. The Petition contains a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school.
9. The Heights qualifies for an exception to the CSA's geographic restrictions and therefore may establish one site outside of Dehesa's boundaries but within San Diego County.
10. Based on these findings, the Administration recommends approval of the Petition and adoption of the findings contained in this Staff Report.

I. Overall Evaluation and Recommendation

California Education Code section 47601 (all references herein are to the California Education Code, unless otherwise indicated) provides that it is the intent of the Charter Schools Act (the CSA) to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure in order to:

1. Improve pupil learning;
2. Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving;
3. Encourage the use of different and innovative teaching methods;
4. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the schoolsite;
5. Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system;
6. 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; and
7. Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

Per Education Code 47605, the governing board of the authorizing agency shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth facts to support one or more of the following findings:

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

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition;
3. The petition does not contain the number of signatures required;
4. The petition does not contain an affirmation of each of conditions described;
5. The petition does not contain reasonably comprehensive descriptions of all fifteen (15) specified elements; and/or
6. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school.

A review of the Petition has been completed by Staff and Dehesa's legal counsel. Based upon this review, and using the California State Board of Education's (SBE) Guidelines contained in the California Code of Regulations (5 CCR Section 11967.5.1), the petitioners appear to have provided reasonably comprehensive descriptions of all 15 required elements. Therefore, it is my recommendation that the Board approve the Petition in that it satisfies the legal requirements and the CSA's legislative intent.

The following findings from our review of the Petition serve as written factual findings:

II. Approving the Petition is Consistent with the Legislature's Intent in Enacting the Charter Schools Act.

Approving this Petition is consistent with the CSA's legislative intent. The proposed educational program is likely to improve student learning and increase learning opportunities for all students. The proposed educational program will also likely use different and innovative teaching methods based on an individualized independent study model. Teachers and parents will have new opportunities and expanded choices with the addition of The Heights' unique educational focus. Specifically, The Heights will offer "a variety of personalized services to its students to meet the increasing needs of students in the 21st century with an emphasis on relationship that incorporates strong family and community ties, all within a framework of high academic standards." (Petition, p. 5). Finally, The Heights' continued operation will create increased competition with existing public schools and stimulate improvements throughout San Diego County's educational system.

III. The Charter has Increased Pupil Academic Achievement.

"Increases in pupil academic achievement for all groups of pupils served by the charter school" is "the most important factor in determining whether to grant a charter renewal." Educ. Code § 47607(a)(3)(A). To be renewed, Dehesa must conclude that The Heights' "academic performance . . . is at least equal to the academic performance of the public schools that the [The Heights'] pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which [The Heights] is located, taking into account the composition of the pupil population that is served at the charter school." Educ. Code § 47607(b)(4).

The Petition provides that The Heights "has scored higher than neighboring schools that are demographically similar in the same district for the past two years on the California Assessment of Student

Performance and Progress (CAASPP).” (Petition, p. 5). Indeed, The Heights appears to compare favorably to demographically similar schools. (See Petition, p. 7-8). According to the Petition, in 2017 approximately 65% of The Heights students met or exceeded CAASPP standards in ELA and 48% met or exceeded CAASPP standards in math. Comparatively, approximately 35% of Alpine Elementary School students met or exceeded CAASPP standards in ELA and approximately 37% of those same students met or exceeded CAASPP standards in math. (Petition, p. 8). The Petition also provides that, according to data maintained by the California Charter Schools Association (CCSA), The Heights increased pupil academic achievement and met CCSA’s accountability criteria. (Petition, p. 9).

Based on this information, The Heights has increased pupil academic achievement for all pupils served by the charter school, in accordance with Education Code section 47607(a)(3)(A).

IV. Approving the Petition is Consistent with Sound Educational Practice.

According to Education Code Section 47605(b) and 5 CCR Section 11967.5.1(a), a charter petition shall be “consistent with sound educational practice” if it is likely to be of educational benefit to pupils who attend. A charter school need not be designed or intended to meet the educational needs of every student who might possibly seek to enroll in order for the charter to be granted.

The Petition describes a program that is likely to provide educational benefit to the pupils with a reasonably described educational program. The Heights has demonstrated a sound educational practice based on its successful operation since its initial authorization.

V. The Petition Does Not Present an Unsound Educational Program.

Under Education Code Section 47605 (b) and 5 CCR Section 11967.5.1(b), a charter petition shall be considered “an unsound educational program” if it is either of the following:

1. A program that involves activities the governing board determines will present the likelihood of physical, educational, or psychological harm to the affected students; and/or
2. A program the governing board determines will not likely be of educational benefit to the pupils who attend.

Based on information provided by The Heights, the Petition provides an educational model that is consistent with sound educational program. The Heights offers an “individualized independent study program” which includes onsite academic and enrichment classes. (Petition, p. 10). Additionally, the Petition does not appear to involve activities which present the likelihood of physical, educational, or psychological harm to students, and that the Petition’s program will likely be of educational benefit. Moreover, The Heights’ continued successful operation and academic success seemingly demonstrates the soundness of the Petition’s educational program.

VI. The Petitioners Are Not Demonstrably Unlikely to Successfully Implement Their Program.

Per Education Code Section 47605 (b)(2) and 5 CCR Section 11967.5.1(c), the Board shall take the following factors into consideration in determining whether Petitioners are “demonstrably unlikely to successfully implement the program.”

1. If the petitioners have a past history of involvement in charter schools or other educational agencies, the history is one that is regarded as unsuccessful, e.g., the petitioners have been associated with a charter school of which the charter has been revoked or a private school that has ceased operation for reasons within the petitioners’ control.
2. The petitioners are unfamiliar with the content of the petition or the requirements of law that would apply to the proposed charter school.
3. The petitioners have presented an unrealistic financial and operational plan for the proposed charter school.
4. The petitioners personally lack the necessary background in the following areas critical to the charter school’s success, and the petitioners do not have a plan to secure the services of individuals who have the necessary background in curriculum, instruction, assessment, and finance and business management.

The Petitioners are not demonstrably unlikely to successfully implement their program because the Petitioners have substantial experience operating a successful charter school. The Heights’ administrative team will continue to operate The Heights if approved, and they have demonstrated expertise in curriculum, instruction and assessment, finance, facilities, business management, school administration, and governance. The Petitioners appear familiar with the contents of the petition and the legal requirements applicable to their proposed educational program. After review by Dehesa’s curriculum and financial experts, the Administration finds that the Petition’s financial and operational plans are realistic and achievable by the Petitioners.

VII. The Petition Does Not Need to Include Signatures Because it is a Renewal Petition.

While an initial charter petition must be accompanied by signatures, this requirement does not apply to a renewal petition for an existing charter school. Title 5 Cal. Code Regs. § 11966.4.

VIII. The Petition Includes All Required Affirmations.

A charter petition may be denied if it does not include an affirmation of each of the conditions contained in Education Code Section 47605(d).

The Petition clearly and unequivocally affirms each of the conditions contained in Education Code Section 47605(d).

IX. The Petition Includes Reasonably Comprehensive Descriptions of the Fifteen Elements Contained in Education Code Section 47605(b)(5).

Under California Education Code Section 47605(b)(5), the Board may deny a petition if it fails to contain reasonably comprehensive descriptions of any of fifteen different elements. The Heights' educational program and financial plans were reviewed by the Administration and found to be reasonable comprehensive.

Therefore, The Administration finds that the Petition contains reasonably comprehensive descriptions of all fifteen elements.

1. Educational program;

The Heights will offer an "individualized independent study program" to students in grades K-8. Instruction will include "direct instruction, collaborative learning, projects, presentations, and exams." (Petition, p. 11). The curriculum emphasizes "nine areas of content," which includes "Reading, Writing, Oral and Written English Language Conventions, Speaking and Listening, Mathematics, History/Social Science, Science, Technology, and Personal Development (interests, talents, and gifts), English/Language Arts, Mathematics, History/Social Science, and Science." (Petition, p. 12). This curriculum is based on state content and performance standards. (Petition, p. 13).

The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of the educational program.

2. Pupil outcomes;

3. Measuring those pupil outcomes;

Measurable pupil outcomes, as required by Section 47605(b)(5)(B), should specify skills, knowledge, and attitudes that reflect the school's educational objectives and can be assessed, at a minimum, by objective means that are frequent and sufficiently detailed enough to determine whether pupils are making satisfactory progress. To be sufficiently detailed, objective means of measuring pupil outcomes must be capable of being used readily to evaluate the effectiveness of and to modify instruction for individual students and for groups of students.

The Petition identifies comprehensive goals, outcomes, and the assessments that will be used to measure each. The Petition provides additional information in its Local Control and Accountability Plan. Based on this, the Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of pupil outcomes and methods for measuring pupil progress.

4. Governance structure;

The Heights' governance structure includes a process to ensure parental involvement, evidence of The Heights' incorporation as a non-profit public benefit corporation, and evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure the charter will become a viable enterprise. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition fails to include a reasonably comprehensive description of the governance structure.

5. Employee qualifications;

The Petition appears to contain a reasonably comprehensive description of the qualifications for teachers and administrative employees as anticipated by the school. However, additional details regarding qualifications for special education teachers should be sought and Dehesa's oversight should include a focus on ensuring The Heights provides necessary services for special education students.

6. Health and safety procedures;

The Petition states each employee will submit to a background check as required by Section 44237. Employees must also submit proof of Tuberculosis testing. Immunizations will be required. Students will be screened for vision, hearing, and scoliosis. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition fails to include a reasonably comprehensive description of health and safety procedures.

7. Means of achieving racial and ethnic balance;

Section 47605(b)(5)(G) requires that a petition provide the means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. When considering a charter petition, the SBE presumes that the petitioners have met the requirements of Section 47605(b)(5)(G) unless there is specific information to the contrary. 5 CCR § 11967.5.1(f)(7). The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition fails to include a reasonably comprehensive description of the means by which The Heights will achieve a reflective racial and ethnic balance.

8. Admission requirements, if any;

The Petition contains a reasonably comprehensive description of The Heights' admission requirements. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition fails to include a reasonably comprehensive description of admission requirements.

9. How financial audits will be conducted, and how any exceptions and deficiencies shall be resolved;

Section 47605 (b)(5)(I) requires a description of the manner in which annual independent financial audits shall be conducted using generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the district's satisfaction.

The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition fails to include a reasonably comprehensive description of the manner in which annual independent financial audits shall be conducted, and the manner in which audit exceptions and deficiencies shall be resolved.

10. Suspension and expulsion procedures;

The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition fails to include a reasonably comprehensive description of the manner students may be suspended or expelled.

11. Staff coverage under STRS or PERS;

The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of the manner by which staff will be covered by STRS, PERS, or social security.

12. Attendance alternatives for pupils who do not want to attend the charter school;

The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of the attendance alternative for pupils residing within the school district who choose not to attend the charter school.

13. Rights of District employees who leave to work for the charter school;

The Petition states that employees have no rights of return to Dehesa after employment at The Heights. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of post-employment rights of employees.

14. Dispute resolution;

Section 47605(b)(5)(N) requires a description of the procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter. Here, the Petition outlines the dispute resolution process for potential disputes between The Heights and Dehesa. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of dispute resolution procedures.

15. School closure procedures.

A petition must include a description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. The Petition outlines a description of procedures to be used if The Heights closes including a financial audit, the disposition of assets and liabilities, and the transfer of records. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a reasonably comprehensive description of closure procedures.

X. The Petition Contains a Declaration of Whether or Not the Charter School Shall Be Deemed the Exclusive Public Employer of the Employees of the Charter School.

A charter petition may be denied if it fails to declare whether or not the charter school will be deemed the exclusive public employer of the charter school's employees. Educ. Code § 47605(b)(6).

The Petition declares that the charter school shall be deemed the exclusive public employer of the employees of The Heights. The Administration finds that there is insufficient evidence to deny the Petition based on a finding that the Petition does not contain a declaration of whether or not The Heights shall be deemed the exclusive public employer of the employees of The Heights.

XI. The Heights Qualifies for an Exception to the CSA's Geographic Restrictions and Therefore May Establish One Site Outside of Dehesa's Boundaries within San Diego County.

The Heights states that it has been unable to locate within Dehesa's boundaries because no single site or facility exists within Dehesa's boundaries capable of housing The Heights' entire program. (Petition, p. 67). Instead, The Heights intends to locate within Alpine Union School District (AUSD) boundaries at 2710 Alpine Blvd, Suite E, Alpine, California 91901. In advance of the public hearing held by the Board, Dehesa provided written notice of The Heights' intent to locate within AUSD boundaries to the Superintendent of AUSD.

The Education Code permits The Heights to establish one site outside of Dehesa's boundaries and within AUSD's boundaries if (1) The Heights has attempted to locate a single site or facility to house the entire program within Dehesa's boundaries, but a site or facility is unavailable within the Dehesa's boundaries, and (2) AUSD is notified of The Heights' intent to locate within their boundaries before The Heights' petition is approved. Finally, notifying the San Diego County Superintendent of Schools and the State Superintendent of Public Instruction of The Heights' location before The Heights commences operations is also required. Ed. Code Sections 47605(a)(5)(A) and 47605.1(d)(1).

A. The Heights has attempted to locate a single site or facility to house its entire program within Dehesa's boundaries, but no such site or facility is available;

The Heights states that it has attempted to locate a single site or facility capable of housing its entire program within Dehesa's boundaries. (Petition, p. 67). The Heights has provided a signed letter from a real estate professional attesting to the lack of a suitable location within Dehesa's boundaries. This letter outlines the steps taken by the real estate professional attempting to locate facilities meeting the requirements for The Heights' program. The letter identifies the parameters used in the search, where the search was conducted, and what listing services were used to identify properties. The Administration finds that this signed letter from a real estate professional is credible and establishes that no properties are available which would permit The Heights to locate at a single facility within Dehesa's boundaries.

B. The Heights has and will provide required notices to third-parties.

Because The Heights is unable to locate within the geographic boundaries of the District, The Heights intends to locate at 2710 Alpine Blvd, Suite E, Alpine, California 91901, within AUSD boundaries. Dr. Rich Newman, Superintendent of AUSD, was notified of The Heights's intention to locate within its boundaries prior to the public hearing for The Heights held on May 17, 2018, and the board meeting on June 13, 2018. The Administration will ensure that any additional required notices are provided to the necessary parties.

XII. In Conclusion, the Administration Recommends Approval of the Petition and Adoption of These Findings As The Findings of the Board Because There is Insufficient Evidence to Support Any of the Acceptable Findings in Support of Petition Denial.

The grounds for denial enumerated under Education Code Section 47605(b) are exclusive. *United Teachers of Los Angeles v. Los Angeles Unified School Dehesa*, (2012) 54 Cal.4th 504, 524. Therefore, unless sufficient evidence exists to support one of these six findings, a charter petition should be approved.

Based on the information provided by The Heights and the Administration's review, there is insufficient

evidence to support denial of The Heights Charter School Renewal Petition under one of the legally permissible reasons to deny a charter petition.

Based on this finding, I recommend that the Board of Education approve the Petition. The Governing Board must make findings if it denies the Petition, but the Board may also make findings to support approval of the Petition. These findings are offered for the Board's consideration, and the Board may adopt these findings as-is or with oral or written additions or modifications.

DEHESA SCHOOL DISTRICT

Board of Trustees

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Christina Becker, 2018
Mark Zacovic, 2020
Karen Kirkpatrick, 2018
Cindy K. White, 2018

"Excellence in Education Since 1876"

4612 Dehesa Road
El Cajon, CA 92019

Superintendent

Nancy Hauer

Principal

Heather Griffiths

Business Manager

Anna Buxbaum

Telephone (619) 444-2161 Fax (619) 444-2105

May 14, 2018

Dr. Rich Newman
Superintendent
Alpine Union School District
2001 Tavern Road
Alpine, CA 91901
rnewman@alpineschools.net

Re: Public Hearing on Charter School Petition at Upcoming Board Meeting

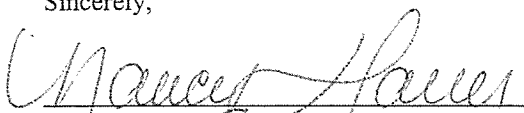
Dear Dr. Newman,

I am writing to inform you that the Dehesa School District's Board of Trustees will hold a public hearing on the Heights Charter School charter petition at its upcoming board meeting on May 17, 2018. The Heights Charter School is seeking to renew its charter petition currently authorized by the Dehesa School District. The Board of Trustees will consider whether to approve or deny this requested charter petition renewal at a later meeting.

In its renewal petition, the Heights Charter School proposes to operate one in-county facility outside of Dehesa School District's boundaries at 2710 Alpine Blvd., Alpine, California. The Heights Charter School believes that the Charter Schools Act permits it to operate one site within San Diego County but outside of the Dehesa School District boundaries because the Heights Charter School has retained a real estate professional who attempted to locate a single site to house the Heights Charter School's entire program within the Dehesa School District's boundaries, but such a site is unavailable in the area in which the charter school chooses to locate, and in the entire school district.

Please contact me or attend the upcoming public hearing if you wish to learn more about the proposed renewal of the Heights Charter School.

Sincerely,


Nancy Hauer, Superintendent
Dehesa School District

DEHESA SCHOOL DISTRICT

Board of Trustees

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Superintendent

Nancy Hauer

Principal

Heather Griffiths

Business Manager

Anna Buxbaum

Telephone (619) 444-2161 Fax (619) 444-2161

June 6, 2018

Dr. Rich Newman
Superintendent
Alpine Union School District
2001 Tavern Road
Alpine, CA 91901
rnewman@alpineschools.net

Re: Consideration of Charter School Petition at Upcoming Board Meeting

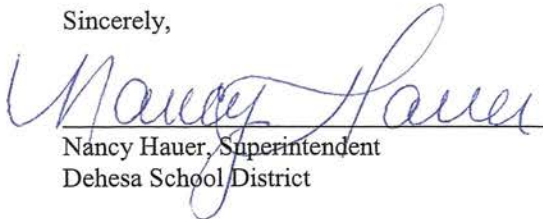
Dear Dr. Newman,

I am writing to inform you that the Dehesa School District's Board of Trustees will consider whether to approve or deny the Heights Charter School's request to renew its charter petition at its upcoming board meeting on June 13, 2018.

In its renewal petition, the Heights Charter School proposes to operate one in-county facility outside of Dehesa School District's boundaries at 2710 Alpine Blvd., Alpine, California. The Heights Charter School believes that the Charter Schools Act permits it to operate one site within San Diego County but outside of the Dehesa School District boundaries because the Heights Charter School has retained a real estate professional who attempted to locate a single site to house the Heights Charter School's entire program within the Dehesa School District's boundaries, but such a site is unavailable in the area in which the charter school chooses to locate, and in the entire school district.

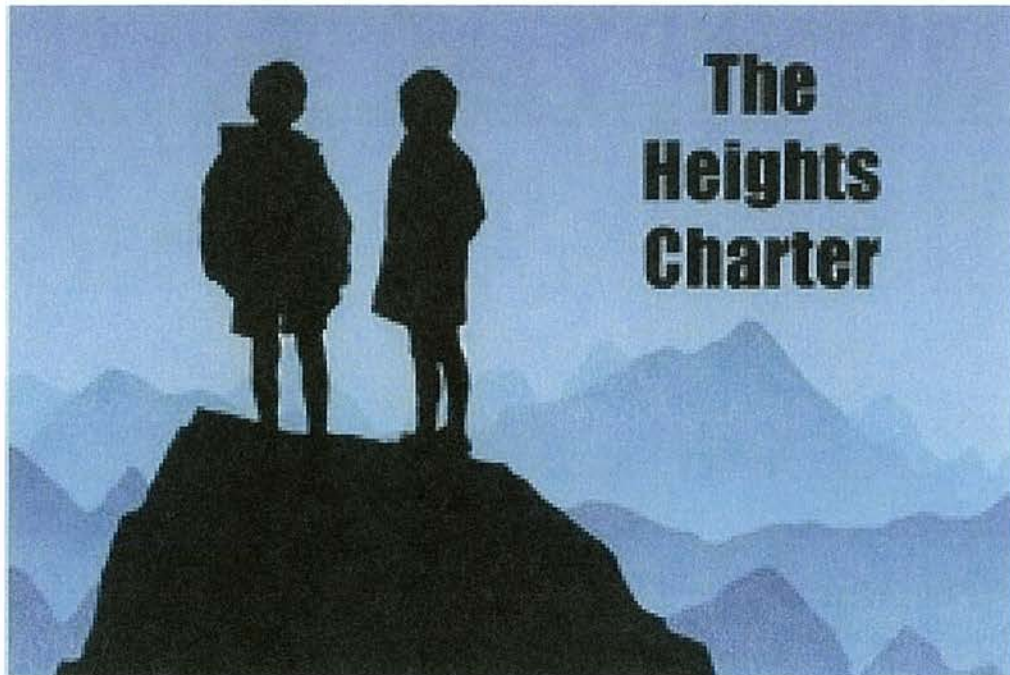
Please contact me or attend the upcoming board meeting if you wish to learn more about the proposed renewal of the Heights Charter School.

Sincerely,



Nancy Hauer, Superintendent
Dehesa School District

The Heights Charter



Petition for Charter Renewal
For the term of July 1, 2018 – June 30, 2023

Submitted to the Dehesa School District
May 8, 2018

AFFIRMATIONS AND DECLARATION

The Heights Charter (“THC” or the “Charter School”), authorized by the Dehesa School District (the “District”), will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of The Heights Charter for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or 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)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, , including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold 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, noncollege preparatory teachers. [Ref. Education Code Section 47605(1)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

CHARTER RENEWAL

Successes and Accomplishments of the Prior Charter Term: 2012-2017

The Heights Charter is a K-8 independent study school that provides a unique educational opportunity to students through a rigorous, standards-based curriculum with an emphasis on meeting the individual needs of each student while providing enrichment classes in Spanish, theater arts/drama, technology, and art. The Charter School offers a variety of personalized services to its students to meet the increasing needs of students in the 21st century with an emphasis on relationship that incorporates strong family and community ties, all within a framework of high academic standards. As a voluntary public educational choice for parents, The Heights Charter has scored higher than neighboring schools that are demographically similar in the same district for the past two years on the California Assessment of Student Performance and Progress (CAASPP). Our graduating 8th graders have successfully progressed to both public and private high schools throughout the county.

In the 2012-2013 school year, which was our first year of operation, THC achieved an API of 860. This included the subgroup of Students with Disabilities which comprised 19% of the student population in the spring of 2013. THC had a school ranking of “8” at the end of our first year in operation. The student population has grown from 71 to 244 students and the State of California has transitioned into Common Core Standards and the resultant CAASPP testing instrument, THC compared to comparable schools in the State of California in the spring of 2016 achieved a state ranking was a “9” (see below).

Since The Heights Charter’s opening in 2012, enrollment has more than tripled attracting students from over nine different towns in San Diego County. The Heights Charter is financially sound with no outstanding debts; and each year that the school has been audited by the state, there have been no findings. The dedicated staff at The Heights Charter has a passion for the students and a passion for the subjects they teach. The director of the school has 37 years of educational experience and possesses a Charter School Governance Certificate from the University of California Los Angeles (UCLA). The Heights Charter is committed to our mission statement that every child is born with the capacity for excellence and our goal is to enable students to become self-motivated, competent, and lifelong learners.

Charter Renewal Criteria

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

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

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils

served by the charter school.

- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

The following shall serve as documentation confirming that the Charter School meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b)(4) (Also see Appendix A: CDE DataQuest/CAASPP Reports):

*Note on Testing Data

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

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

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

Analysis of the Most Recent API Calculation

LEGAL REQUIREMENTS FOR CHARTER RENEWAL	
Education Code Section 47607(b) – Charter School Must Meet at Least ONE Criteria for Renewal	
Renewal Criteria	Criteria Met
Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.	N/A: Charter School did not receive a base API score in 2012 (opening year), so no growth API score was calculated in 2013
Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.	Yes; 2013 rank of 8
Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.	N/A; see above
The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.	Yes; see below
Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052	N/A; Charter School is not an ASAM school
(Source: CDE DataQuest, accessed February 7, 2017.)	

Analysis of Comparison Schools Data

The Heights Charter California Assessment of Student Performance and Progress (“CAASPP”) Scores, 2015-17: Percentage of Students Meeting or Exceeding Standards

Demographic	Assessment	2015	2016	2017
Schoolwide	ELA	66%	78%	65.47%
	Math	44%	47%	48.2%
Hispanic or Latino	ELA	66%	91%	59.38%
	Math	34%	51%	40.63%
White	ELA	63%	75%	66.67%

	Math	49%	43%	50%
Economically Disadvantaged	ELA	55%	75%	58.82%
	Math	42%	37%	47.06%
Students with Disabilities	ELA	26%	53%	8.33%
	Math	19%	21%	20.83%

Comparison Schools That The Heights Charter Students Would Otherwise Be Required to Attend and That Are Demographically Similar in the District

There are two public schools in the Alpine Union School District that charter school students would otherwise be required to attend and that are demographically similar. The first one is Alpine Elementary School located at 1850 Alpine Blvd in Alpine. The other school is Joan MacQueen Middle School located at 2001 Tavern Road in Alpine.

School	Schoolwide Assessment	2015	2016	2017
Alpine Elem	ELA	41%	49%	34.81%
	Math	37%	41%	36.82%
Joan MacQueen Middle	ELA	35%	46%	55.92%
	Math	31%	35%	34.29%

B. Additional Justification for Charter Renewal

Analysis of Charter Renewal Criteria – Student Subgroups

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

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

THE INFORMATION IN THE REPORT BELOW IS TAKEN FROM THE CALIFORNIA CHARTER SCHOOLS ASSOCIATION (CCSA). IT SHOWS THAT THE HEIGHTS CHARTER MEETS THE CCSA’S ACCOUNTABILITY CRITERIA AND QUALIFIES FOR RENEWAL SUPPORT BASED ON ACADEMICS. CCSA IS A TRUSTED SOURCE OF DATA AND INFORMATION ON CALIFORNIA’S CHARTER SCHOOLS FOR PARENTS, AUTHORIZERS, LEGISLATORS, THE PRESS, AND OTHER INTERESTED GROUPS.

Select a School: The Heights Charter (Alpine) 0127118

School meets CCSA's
Accountability Criteria and
qualifies for renewal support
based on academics.

CCSA Academic Accountability Report 2016-2017



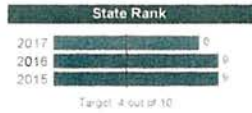
The Heights Charter (Dehesa Elementary)

PERCENTILE:
Schools must be above the 5th
percentile on the DFG measure.

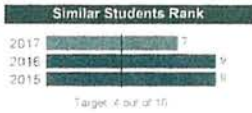


Percentile
This selected school has a
percentile above 5 in 3 of the last 3
years.

INITIAL FILTERS:
To meet CCSA's initial filters of accountability, a school must be above the bottom 5 percentile in two out of three years
and above on at least one of the three filters below. See the [School Info Overview tab](#) above for more details.



This school was **above** the target.
3 out of 3 year(s),
meeting the standard for this metric for
2017.



This school was **above** the target.
3 out of 3 year(s),
meeting the standard for this metric for
2017.



This school's DFG changed by
-4 points,
not meeting the 2017 target of 18 points.

MULTIPLE MEASURE REVIEW:

Charter schools with a DFG percentile of 5 or less in two of three years and charter schools who do not meet at least one of the other initial filters are invited to present additional measures for review.



The selected school is not in the bottom 5th percentile of performance and is above on at least one of the initial filters.

State rank and similar students rank calculated using the September 27, 2017 release of the CASPP final data calculated from the UC/CSU entrance requirements file released April 11, 2017, and DFG growth calculated using the State dashboard academic indicator files released December 7, 2017. Click metric names to view information on each metric.

CCSA's Minimum Academic Accountability Criteria would not apply if a school participates in the DASS program or has fewer than 30 valid test takers. No report is generated for schools fitting these criteria.



ELEMENT 1: EDUCATIONAL PHILOSOPHY & PROGRAM

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

Mission Statement

The Heights Charter (THC) is founded on the belief that all children are born with the capacity for excellence. Our goal is to enable students to become self-motivated, competent, and lifelong learners. We provide students with a rigorous, standards-based program within a small school nurturing environment that incorporates strong family and community ties. To this end, we offer a non-traditional K-8 independent study program that offers onsite classes along with individually designed curriculum and direction.

THC is an independent study charter school designed to draw out the excellence in each individual student by developing his or her interests, gifts, talents, and passions. THC provides the option of an individualized independent study program with the benefits of onsite academic and enrichment classes. Site-based classes and learning activities provide opportunities for socialization, academic enrichment, and teacher support not usually available in a standard independent study program. The program customizes the learning experience to each student’s needs and interests so they learn right at the edge of challenge, minimizing frustration and boredom, and optimizing student engagement time. Consequently, students typically excel as well as develop a love of learning. THC embraces the opportunity to provide a dynamic, individualized learning experience to a student population that has increasingly fallen through the educational “cracks” in previous learning environments.

How Learning Best Occurs

We believe that learning best occurs when:

- Children are in an environment of supportive relationships
- Parents, students, and teachers work as an educational team
- Parents are involved in the educational process and school governance
- The learning environment is safe and non-judgmental
- Relationships are based on mutual cooperation and respect

- Class sizes are small
- Nurturing educational passion is an integral part of every activity

Learning takes place both in the classroom and through independent study assignments. Classroom instructional strategies include direct instruction, collaborative learning, projects, presentations, and exams. Independent study assignments encourage the student and his/her family to cooperatively participate in the learning experience. This empowers supportive adults to be partners in the education and social development of the child.

The Heights Charter will enable students to prepare for high school while becoming self-motivated, competent and lifelong learners by implementing:

- Independent study activities complemented and reinforced by enrichment workshops and onsite classes
- Small class sizes
- Strong family involvement
- A safe and supportive social environment
- Student projects and presentations
- Tutorials and online support for core academic areas
- Community involvement
- Use of technology

The rapidly changing 21st century workforce requires a fresh look at educational objectives.

We believe the following are necessary components to an education:

- The ability to communicate well in writing, orally, and through technology
- The development of the imagination, creativity, and the ability to think critically
- The ability to work together cooperatively, be flexible and have the ability to adapt, and to collaborate with others
- The development of information, communications, and technology literacy
- The development of independent study and research skills
- The ability to focus on the development of achieving personal goals, showing initiative and self-direction
- The development of leadership and responsibility
- The ability of each student to be accountable and productive

The Heights Charter is committed to continuing to make this innovative school available to families in the San Diego County area. Staff, parents of this school, as well as community partners, are committed to this Charter School. This facilitates decisions that can be made based on the needs of THC students and so that teacher placement in our specialized niche will be in the best interest of the students' needs and the school's specific subject areas needs as well.

Targeted Student Population

The Charter School targets motivated students in grades K-8 who have a home schooling background or who, if from a traditional school background, have a desire to attend a small school with a strong home component. The Charter School draws students from surrounding communities with an emphasis on creating at least as much diversity in its student population as exists in the neighboring school districts. An advantage of the establishment of our school as a Charter School is that students are not required to obtain inter-district permits and are able to attend through a school-of-choice option. The parents of THC have made a determined school choice by enrolling their child(ren) at this charter and travel from various parts of the county to participate in a wide variety of school-sponsored activities. The Charter School anticipates serving more students as the years continue. As a Charter School, THC is able to incorporate subject-specific teachers in math, science, technology, and foreign language to provide more site-based workshops to accomplish the goals that our school, teachers, and parents deem most important to achieve the state standards and to fulfill the students' needs. This autonomy allows THC the flexibility to adapt to the changing needs of the school's population.

Curriculum

The Heights Charter's curriculum emphasizes nine areas of content, aligned with the California content standards where applicable. The nine areas are Reading, Writing, Oral and Written English Language Conventions, Speaking and Listening, Mathematics, History/Social Science, Science, Technology, and Personal Development (interests, talents, and gifts). English/Language Arts, Mathematics, History/Social Science, and Science are considered core subjects. THC will provide students with an array of curricular options in both core and non-core subjects to enable students to become self-motivated, competent and lifelong learners.

THC's program aligns well with the legislative intent expressed in founding charter school legislation by, most notably, offering expanded choices to families, encouraging different and innovative teaching methods, giving teachers new professional opportunities that allow them to assume responsibility for the learning program, providing parents and students with expanded choices within the public school system, providing a venue for performance-based accountability, and improving the learning experience for all students.

The Heights Charter has established a track record of success with its educational program as well as with the administration and operations of the school in the following areas:

- Curriculum, instruction, and assessment
- Finance, facilities, and business management
- Organization, governance, and administration

The core curriculum is based on the state content and performance standards, curriculum frameworks, benchmarks, and/or the Common Core standards. A variety of supplementary curricular resources are available that support these standards. A key component will be individual choice of materials within an overall educational framework. Since student

interest and educational passion is a component of this charter, teachers will provide supplementary material that will teach the standards based on a student's needs and interests.

Students will also have the opportunity to participate in a variety of enrichment courses, electives, and related learning opportunities. Tutoring, on an individual basis or within a small group setting, is also offered on a weekly basis. Regularly schedule field trips are also organized and provided to enhance the experiential learning process.

In order to maintain the academic excellence of the Charter School and motivate students to perform at their best, students fourth grade and above are required to maintain at least a 2.0 grade point average. Students who do not meet the grade point average requirement or students who miss more than two assignments will have a Parent/Student/Teacher conference. An action plan will be developed to assist and support the student so that he/she can improve their grade point average and/or complete missing assignments. If the student fails to comply with these requirements or continues to have missing assignments he/she will be assessed by the Director and teacher to determine whether an independent study program is his/her best educational choice.

Independent Study Assurances

The Charter School shall comply with all applicable independent study laws including, but not limited to, Education Code Sections 51745 *et seq.*, 47612.5, 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705 and 19850-19854. These laws require, among other things, that the Charter School shall operate pursuant to an adopted independent study Board policy; each student will have a master agreement; and the Charter School must file for a funding determination as a condition of funding. The Charter School shall maintain written contemporaneous records that document all student attendance. An annual, independent audit of student records will be conducted by a state-approved certified public accountant and needs to be free of exceptions or qualifications. These records shall be made available for audit and inspection.

Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in Element 2 of the charter for a description of the Charter School's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(b)(5)(A)(ii).

Plan for Students that are Academically Low Achieving

THC will help academically low achieving students succeed with (1) general education curriculum that is highly customized to students' individual needs and interests, (2) an unusually high degree of parent involvement, and (3) the systematic use of academic supports and interventions to meet the needs of academically low-achieving students. All students address grade-level content standards, but students who need to remediate specific skill areas will also focus on the content standards for those skills at the appropriate remedial grade level without penalty. Extra help will support students to keep pace with

class work, and targeted academic interventions will address individual learner needs through backfilling academic skills needed to bring students up to grade level performance.

THC will identify students who are performing below grade level through the results of the California Assessment of Student Performance and Progress (CAASPP) and from THC's diagnostic assessments. THC will monitor the progress of students who are not meeting state standards on the CAASPP and on THC's diagnostic assessments in English/Language Arts and Mathematics and may implement one or more of the interventions listed below, according to the student's needs.

Depending on identified needs, students will receive one or more of the following interventions:

- Instructional activities and/or materials modified to accommodate different academic needs, interests, and learning styles.
- Additional help secured from teachers, support staff and/or peers; weekly tutoring is available.
- Supplemental instruction, including extra help and/or targeted academic interventions to raise skills to grade level.
- Supplemental parent instruction to identify strategies to raise student's skills to grade level. Parent support sessions one-on-one with certificated teachers as needed.
- Parent-student tutoring session with certificated staff to demonstrate and instruct parents how to work with child.
- Modified work load and individual pacing to allow student time to assimilate concepts, practice skills, and overcome challenges.
- Parent/Student/Teacher meetings for students still not achieving at grade-level standards to review the above strategies and plan for new ones.

Plan for Students that are Academically High Achieving

THC is also an ideal environment for high achieving students. Students who demonstrate an ability to advance at a faster pace or a higher cognitive level will be academically challenged by THC's highly flexible curriculum. Teachers adjust assignments and expectations to maximize student realization of their individual potential. All students address content standards skills and content, but students who are ready for accelerated skills will also work on higher level content, both standards-based and other. Students will be encouraged and supported to reach beyond the grade-appropriate standards to work on their level, learn at their own pace, and pursue their own interests. Teachers will modify instruction as needed to engage and challenge each student at his/her level. Staff will also guide learners to extracurricular enrichment activities that happen throughout the year.

THC will identify students who are academically high achieving by using the results of the CAASPP and THC’s diagnostic assessments in English/Language Arts and Mathematics. Depending on identified needs, students will receive one or more of the following interventions:

- Instructional activities and/or materials modified to accommodate different academic needs, interests, and learning styles, such as a faster pace, a higher level of challenge, or incorporation of supplemental content or student interests.
- Students moved into more accelerated or higher level classes (where applicable) or skill workshops to match and challenge skill level.
- Students encouraged to explore content areas in greater depth and incorporate student’s interests, talents, and strengths.
- Additional help secured from teachers, support staff, and/or peers.
- Instruction above grade level, including with older students on a variety of activities, such as multi-age groupings in mathematics.
- Supplemental parent instruction to identify strategies to challenge and engage student’s skill level.
- Parent-student tutoring session with teachers to demonstrate and instruct parents how to work with child in an engaging and stimulating way.
- Participation in enrichment activities that focus on finding students’ gifts, talents, and passions.

Plan for English Learners

The Charter School will meet all applicable legal requirements for English Learners (“EL”), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC

has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

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

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Strategies for English Learner Instruction and Intervention

THC will ensure that English Learners have full access to their grade level curriculum by using a range of supportive instructional practices:

- Place English Learners with a qualified teacher who possesses the appropriate qualifications, such as a CLAD or its equivalent.
- Provide instructional material at or near the student's reading level in native language and/or in English.
- Explicitly teach key vocabulary.
- Emphasize literacy strategies such as anticipatory pre-reading of text, structured study of text, clarification of difficult words, and extra reading practice.
- Provide instructional support in the home language or in accessible English for students with the lowest ELD levels, as is feasible.

Monitoring and Evaluation of Program Effectiveness

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

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

Special Education Services to Students

The Heights Charter complies with all 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”). All children will have access to the Charter School and no student shall be denied admission to the Charter School due to the nature, extent, or severity of his/her disability or due to the student’s request for, or actual need for, special education services.

THC is categorized as a public school of the District in accordance with Education Code Section 47641(b). A Memorandum of Understanding (MOU) between the Charter School and the District further defines the delineation of duties and funding for special education services provided to Charter School students. The Charter School may pursue independent Local Education Agency (LEA) member status in a Special Education Local Plan Area (SELPA) pursuant to Education Code Section 47641(a) and will notify the District accordingly.

Performance standards and assessments for students with special needs or limited English proficiency will be adopted as appropriate to their Individual Educational Plans or English proficiency levels.

THC pledges to work in cooperation with all local agencies and work with the District to ensure that a free and appropriate education is provided to all students with exceptional needs.

Additionally, the school serves its special education students through the following:

- Small class sizes
- Innovative scheduling to allow for additional tutoring
- Technology assisted learning
- Accommodation provided in regular education classes
- Periodic in-services for teachers regarding the identification of students with disabilities and methods of providing education for these students in the general classroom

In the event of a due process claim to enforce applicable special education law, the Charter School is committed to working in cooperation with Dehesa School District to the

maximum extent permitted under law and as set forth in the MOU to respond to and defend the Charter School and Dehesa School District in the process.

The Charter School 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.

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

Section 504 of the Rehabilitation Act

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

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

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

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

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

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

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

ELEMENT 2: MEASURABLE STUDENT OUTCOMES

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

The Heights Charter will pursue the measurable student outcome goal that students will make substantial progress toward meeting or exceeding the State Standards, including but not limited to the Common Core State Standards in English/Language Arts and Mathematics, the Next Generation Science Standards, and all other California State Standards.

These goals will be measured by multiple and varied assessments. These pupil outcomes align with California Common Core State Standards, California State Standards, match with state and federal accountability systems, reflect whether each student meets and/or exceeds standards or conversely whether each student nearly meets or does not meet standards as measured by the California Assessment of Student Performance and Progress (CAASPP) assessments. All five components required by Every Student Succeeds Act (ESSA) will guide THC to support students' development as self-motivated, competent, life-long learners. CAASPP results, combined with course grades, classroom assessments, and other evaluative tools will be informative of student progress.

Physical Education: Students will meet THC and/or state standards in Physical Education.

English Learners: English Learners will make progress toward fluency in English, as evidenced by ELPAC scores, CAASPP scores, teacher observation and/or parent input (optional.)

Special Education: Special education students will achieve or make progress toward the learning goals in their Individualized Education Plans.

School Outcome Goals

As a public school, THC will be subject to state and federal accountability measures. Notably, these measures include achievement standards for Math and English/Language Arts (ELA), expressed as student achievement levels on the scale score range in each category on the CAASPP, both school wide and for all subgroups (including ethnic

subgroups and socioeconomically disadvantaged, English Learners and students with disabilities.)

The Heights Charter expects its graduates to be able to:

- Read and comprehend informational, functional and literary texts
- Listen and comprehend, take notes and report accurately what was presented
- Speak with confidence with a group and to an audience
- Write logically developed and mechanically proficient reports, letters, essays, and narratives
- Identify, organize, synthesize and evaluate information
- Demonstrate competent use of a computer and be able to communicate electronically and present information via documents, graphs, PowerPoint and/or other presentation software
- Exhibit good study/work habits and effective time management
- Demonstrate good decision-making and conflict resolution skills
- Successfully transfer academic skills to real-world situations

The Heights Charter recognizes that academic accountability is one of the foundations of the charter schools concept and understands the importance of federal and state assessments to school accountability for student academic performance. THC like all public schools will be subject to state and federal accountability systems, including the California School Dashboard and the five components of Every Student Succeeds Act (ESSA).

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

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

The current LCAP is on file with the District and is also available on our website at http://www.heightscharter.org/uploads/1/2/9/9/12997726/lcap_2017-18_heights_charter.pdf. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools

annually on or before July 1, as required by Education Code Section 47604.33.

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

ELEMENT 3: MEASUREMENT OF OUTCOMES

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

Students at The Heights Charter will be assessed using the following:

- California Assessment of Student Performance and Progress (CAASPP)
- California Science Test (CAST) for 5th and 8th grades
- Measure of Academic Progress (MAP) testing – a NWEA normed referenced test
- Classroom assessments
- Demonstration of student skills in core academic areas such as mathematics, reading, writing/language arts, science, and history/social science.
- Systematic work collection from parents and onsite classes to add to each student’s portfolio.
- Student transcripts and school maintained records
- Teacher observation

California Common Core State Standards and other California State Standards are used as the cornerstone for the development of individual lesson plans for individual students. All lesson plans and core curriculum development are focused on attainment of these standards.

Mandated State Assessments

As required by state law, THC will meet all statewide standards and conduct the state pupil assessments required pursuant to Education Code Sections 60605 and 60851, including the CAASPP tests and other mandated state assessments. THC will administer tests that are required by grade level, including the CASSPP, the CAST, the ELPAC, and the California Physical Fitness test in grades 5 and 7. CAASPP test results will be one of multiple assessment methods used to document and monitor student performance and assessment.

School-based Assessments

THC will use a mix of assessments that best reflect the desired student outcomes within each content area. These may include brief assessments that provide immediate information about student understanding and skill development, so that teachers can adjust instruction according to what has been learned or not learned. Immediate assessments may include journal entries, class discussions, or question and response. Short term assessments will provide in a timely manner more substantive feedback that is helpful to the teacher and learner. Cumulative assessments are typically used at the end of chapters or units.

Publisher-developed Assessments

When textbooks are used, THC may use diagnostic and other assessments that are part of the curricular package. Publisher-developed assessments may also be used apart from textbooks where they provide helpful data and align well with THC's student outcomes and instructional methods.

Teacher-developed quizzes, tests, and other assessments

Teachers will sometimes develop curriculum from sources that do not include pre-packaged assessments. To align with taught curriculum, teachers may create quizzes, tests, and other assessments to monitor student progress.

Student work samples

Teachers collect work samples from students to document and assess their learning on a monthly basis. These work samples are kept in the students' individual folders and are available to the state auditor on an annual basis.

ELEMENT 4: GOVERNANCE

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

Non-Profit Public Benefit Corporation

The Heights Charter is a directly funded independent charter school. The Charter School is operated as a California nonprofit public benefit corporation and has obtained IRS 501(c)(3) status. THC is governed by a Board of Directors and operates pursuant to the organization's bylaws.

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

The Heights Charter will receive its funding directly from the State through the direct funding model. The Heights Charter located at 2710 Alpine Boulevard Alpine, CA will have its own mailing address, accounts in the County treasury, bank accounts and is responsible for managing the school's funds. Both the operating corporation and the Board of Directors will comply with the Brown Act and other statutes applicable to local public agencies, officers, and employees.

Management of The Heights Charter will be performed entirely at the risk of the Charter School and the operating corporation. Both The Heights Charter and the operating corporation shall defend, indemnify, and hold harmless the District and its officers, agents, servants, representative and employees from and against all losses, including loss of use, liability damage, claims, demands, action and proceedings and all costs and expenses connected therewith, including reasonable attorneys' fees, of whatsoever cause or nature on account of any damage or loss or destruction of any property, including employees of the District, or injury to or death of any person, including employees of the District or deprivation of any civil or educational right caused in whole or in part by any negligent act or omission of The Heights Charter or any of its agents, servants, representative, employees or subcontractors or anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable regardless of whether or not it is caused in part by a party indemnified under the charter.

The Heights Charter and its operating corporation will ensure they mutually maintain, during the term of the charter, such public liability and property damage insurance as shall protect the Charter School and the District, and their officers, agents, servants, representatives and employees, from all claims for personal property, including accidental death, to any person as well from all claims for property damage as well as all claims and liens of all persons for deprivation of civil rights, including rights of persons with

disabilities, arising from the operations under this charter, in minimum amounts set forth as follows: (1) \$1,000,000 per occurrence; and (2) \$2,000,000, excess insurance.

Attached, please find The Heights Charter's Articles of Incorporation, Bylaws, and Conflict of Interest Code.

The Board of Directors and Administration

The Charter School shall be governed by a Board of Directors, which shall operate pursuant to the organization's bylaws. The Board shall consist of no fewer than five (5) members and no more than seven (7) members. THC shall ensure the Board is maintained with an odd number of directors. A Chairperson is elected from the members of the Board. Each director shall hold office in accordance with the bylaws for two (2) years and until a successor director has been designated and qualified. The Board will follow the Brown Act and hold open public meetings. The Board also observes an adopted conflict of interest policy. The Dehesa School District may appoint a representative to serve on the Board in accordance with Education Code Section 47604(b).

The Board of Directors has ultimate responsibility to oversee the program to ensure the Charter School's success; however, the THC Director and teachers will carry out the day-to-day operations of the school. The Director will be the overall manager of the Charter School and will report directly to the Board of Directors. The Director will be responsible for implementing policy, overseeing operations, and carrying out the provisions of the charter and the Board's directives. The teaching faculty will work closely with the Director to implement the educational program. The Director will be responsible for hiring, providing support to, evaluating and, when needed terminating any teaching faculty, administrative staff, and other staff.

Board members will be selected based on the following criteria

- Commitment to serving the school's student population and always putting students first.
- Commitment to serving the school's mission statement and philosophy.
- Knowledge and success in organizational leadership and/or public education, including professional experience relevant to the focus and mission of the educational program of the school, with expertise in curriculum, instruction and assessment or finance and business management.
- Commitment to diligently fulfill their responsibilities as Board members, to routinely attend Board meetings, and to actively participate in Board committees and/or other ways to actively engage in overseeing and supporting the THC program.
- Demonstrated ability to act in a leadership capacity is preferred.

Parent Involvement in Governance

In addition to encouraging parents to serve on the Board, parents will be encouraged to attend a Parent Advisory Council to be responsible for parent involvement in school activities, fundraising, and advising The Heights Charter School Board of Directors on any

and all matters related to the strengthening of The Heights Charter community. Parent participation will play a vital role in the effectiveness our program.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

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

Teachers

The Heights Charter will employ and retain teaching staff that hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing in accordance with Education Code Section 47605(1). These teachers teach the core academic classes of mathematics, language arts, science, and history/social science. These teachers are responsible for overseeing the students' academic progress including instruction, assessment, and record keeping.

In hiring, the Charter School will evaluate how well candidates' educational philosophy and skills align with THC's instructional approach. Applicants will complete and submit documents allowing the Charter School's leadership team to evaluate the match between the Charter School's needs and the candidates' qualifications and other professional capabilities. Ideal candidates will demonstrate strong content area knowledge, familiarity with effective content area instructional methods and experience with the Charter School's core instructional approaches. Ideal candidates will also have experience differentiating instruction to meet the needs of all students. Where feasible, candidates will participate in an interview and demonstrate their teaching skills through in-class observation or submission of a video or written response. Teachers and school leadership will participate in the hiring process, which will be finalized by the Charter School's Director.

THC will attract teachers who are excited about the Charter School's mission and vision. THC will attract and retain teachers by attempting to offer an appropriate compensation package, with a combination of salaries and benefits that are roughly comparable to nearby school districts, and by creating and maintaining an attractive work environment. This includes involving teachers in decision-making and providing regular opportunities to collaborate with colleagues and to participate in professional development that meets their needs.

The Heights Charter may also employ part-time, non-certificated staff to instruct in non-core subjects such as art, music, foreign language, drama, journalism, lab workshops/classes, and communications. Such instructors will have the appropriate subject matter expertise, experience, and demonstrated capacity to work successfully with students. They will work under the guidance of the Director or other certificated staff.

Administration

THC will hire a Director who will be responsible for administration of the Charter School. Successful candidates must have a bachelor's degree (at a minimum) and demonstrate expertise in their field equivalent to five or more years in education, business management,

and/or teaching. A master's degree and/or administrative credential is preferred but not required.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

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

The Heights Charter implements the following policies to ensure the health and safety of its pupils and staff. These policies are incorporated into the Charter School's student and staff handbooks and shall be reviewed on an ongoing basis by the Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies. A complete copy of the Charter School's policies shall be provided to the District anytime upon request. The following is a summary of the health and safety policies of The Heights Charter:

- A requirement that all enrolling students provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.
- A requirement that all employees, and volunteers who have frequent and prolonged contact with students, furnish the results of a tuberculosis risk assessment and examination (if necessary) prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.
- Procedures for response to natural disasters and emergencies, including fires and earthquakes. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.
- The facilities of the Charter School will be inspected and approved by the Fire Marshal. The Heights Charter shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code.
- The Charter School will be designated as a drug, alcohol, and smoke-free environment.
- A requirement that employees and contractors of the Charter School submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted

and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

- All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.
- The Heights Charter will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.
- Students will be screened for vision, hearing and scoliosis. The Heights Charter will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by The Heights Charter.
- The Heights Charter will 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. The information sheet shall include, but shall not be limited to, all of the following: (1) A description of type 2 diabetes; (2) A description of the risk factors and warning signs associated with type 2 diabetes; (3) A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes; (4) A description of treatments and prevention methods of type 2 diabetes; (5) A description of the different types of diabetes screening tests available.
- The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215.
- The Heights Charter shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.
- The Charter School implements policies to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School’s anti-discrimination and harassment policies.

ELEMENT 7: ACHIEVING RACIAL/ETHNIC BALANCE

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

The Heights Charter will implement a student recruitment strategy that may include, but is not limited to, the following elements to ensure a racial and ethnic balance among students that is reflective of the general population residing within the territorial jurisdiction of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development and distribution of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District.

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

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

The Heights Charter will admit all pupils who wish to attend as called for in Education Code Section 47605. THC will actively seek those students who will benefit from an independent model of instruction. The Heights Charter will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based on ethnicity, creed, gender, national origin, disability, or any of the characteristics listed in Education Code Section 220. Admission to the Charter School will require a commitment from students, parents, guardians, and/or other concerned adults. This commitment is in part knowledge of the requirements of the educational program and their support thereof. As required by Education Code Section 51747.3, admission to the Charter School will be limited to students living in San Diego and those in immediately adjacent counties. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school. The Heights Charter will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

The Heights Charter's application process is comprised of the following:

1. Parent attendance at a school orientation meeting is encouraged
2. Completion of a student enrollment form

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

1. Proof of Immunization
2. Home Language Survey
3. Completion of Emergency Medical Information Form
4. Proof of minimum age requirements
5. Release of records

Public Random Drawing

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

1. Siblings of students admitted to or attending the Charter School
2. Students of The Heights Charter's teachers and staff
3. Residents of the District
4. All other applicants

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

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 current school year. In no circumstance will a wait list carry over to the following school year.

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

ELEMENT 9: FINANCIAL AUDIT

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

The past four years that The Heights Charter has been in operation, THC has been audited by Wilkinson, Hadley, King, & Co LLP each year. We have had no findings in any of our 4 audits since the school's inception.

Each year, within six months of the close of the fiscal year, an audit will be conducted by an independent auditor as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The audit will verify the accuracy of the Charter School's financial statements, attendance, and enrollment accounting practices, and review the Charter School's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the Charter School. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School will select an independent auditor through a request for proposal format. 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. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Director, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of The Heights Charter is public record to be provided to the public upon request.

ELEMENT 10: PUPIL SUSPENSION AND EXPULSION

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.**
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(b)(5)(J).*

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

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as The Heights Charter's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal

requirements. THC staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Heights Charter administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Director's office.

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

A student identified as an individual with disabilities or for whom The Heights Charter has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Heights Charter will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom THC has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch

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

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force of violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Disrupted school activities or otherwise willfully defied the valid authority of, teachers, administrators, other school officials, or other school personnel

engaged in the performance of their duties. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.\

- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite and/or resource center, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force of violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether

written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or

- her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite and/or resource center, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the

minor is identifiable from the photograph, visual recording, or other electronic act.

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

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

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

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

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

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

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

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

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

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

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

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with The Heights Charter officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

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

This determination will be made by the Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

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

A student may be expelled either by the neutral and impartial The Heights Charter Board of Directors following a hearing before it or by The Heights Charter Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Charter School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Heights Charter must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining

witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, The Heights Charter must present evidence that the witness' presence is both desired by the witness and will be helpful to The Heights Charter. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary

circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

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

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

I. Written Notice to Expel

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

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

J. Disciplinary Records

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

K. No Right to Appeal

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

L. Expelled Pupils/Alternative Education

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

M. Rehabilitation Plans

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

N. Readmission

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

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

1. Notification of District

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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

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

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not

conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

4. Due Process Appeals

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

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

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

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

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

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

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

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

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

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

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

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

ELEMENT 11: RETIREMENT

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

Staff at The Heights Charter will participate in the federal social security system and will have access to other school-sponsored retirement plans according to policies developed by the governing board and adopted as the Charter School's employee policies. The Charter School retains the option for its staff to elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System (STRS/PERS) and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future. The decision to participate in either STRS or PERS will take the unanimous affirmative vote by the certificated and/or classified staff respectively. No individual employee shall be compelled to participate in either STRS or PERS, but will participate in Social Security as required by law. If Charter School employees should opt to participate in the STRS or PERS system, the District shall cooperate as necessary to forward the required payroll deductions and related data to STRS or PERS. The Charter School shall pay the District a reasonable fee for the provision of such services.

ELEMENT 12: ATTENDANCE ALTERNATIVES

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

No student shall be required to attend The Heights Charter. Students who reside within the District who opt not to attend The Heights Charter may attend any district school in accordance with existing enrollment and transfer policies of their district or county of residence. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

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

No public school district employee shall be required to work at The Heights Charter. Persons employed by The Heights Charter are not considered employees of Dehesa School District for any purpose whatsoever. Employees of any district who resign from employment to work at The Heights Charter and later wish to return to their district shall be treated the same as any other former district employee seeking reemployment. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

The Heights Charter maintains full responsibility and liability for hiring and retention practices for all employees of The Heights Charter. The District does not employ or retain any responsibility for employment of individuals at The Heights Charter.

All employees are entitled to and will receive due process in any disciplinary action.

ELEMENT 14: DISPUTE RESOLUTION PROCESS, REPORTING, AND RENEWAL

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. Education Code Section 47605(b)(5)(N).

The intent of the following dispute resolution process is to (1) resolve disputes fairly and in a timely manner, (2) minimize the oversight burden on the district, and (3) frame a charter oversight and renewal process and timeline.

Disputes Arising from Within the Charter School

Disputes arising from within the Charter School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the Charter School, shall be resolved pursuant to policies and processes developed by the Charter School. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

The District shall not intervene in any such internal disputes without the consent of the governing board of the Charter School and shall refer any complaints or reports regarding such disputes to the governing board and/or Director of the Charter School for resolution pursuant to the Charter School's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the governing board of the Charter School has requested the District to intervene in the dispute.

Disputes Between the Charter School and District

In the event that the Charter School or District have disputes regarding the terms of this charter or any other issue regarding the Charter School and the District's relationship, both parties agree to follow the process outlined below.

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

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

The Director and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Director of the Charter School, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

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

Oversight, Reporting, Revocation, and Renewal

The District may inspect or observe any part of the Charter School at any time. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the mutual consent of the THC Board.

If the governing board of the District believes it has cause to revoke this charter, the board agrees to follow the process and procedures for charter revocation pursuant to Education Code Section 47607 and its implementing regulations.

The THC Board may request from the District governing board a renewal or amendment of the charter at any time prior to expiration. The District governing board agrees to hear and render a renewal decision pursuant to the processes as specified in the Education Code Sections 47605 and 47607. The term of this Charter upon renewal shall be for five (5) years.

ELEMENT 15: SCHOOL CLOSURE

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

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

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

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

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

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

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

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after

closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

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

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

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

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

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

MISCELLANEOUS CLAUSES

Budgets and Financial Reporting

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

Attached, please find the Charter School's budget, cash flow and financial projections for the next three years of operation.

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

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

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

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

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

Administrative Services

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

The Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

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

Facilities

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

The Charter School is located at 2710 Alpine Blvd, Suite E, Alpine, California 91901 in accordance with Education Code Sections 47605(a)(5) and 47605.1(d) as since its inception and continuing to the date of this submission, the Charter School is unable to locate within the geographic boundaries of the Dehesa School District. The Charter School has attempted to locate a single site or facility to house the entire program within the boundaries of the Dehesa School District but such a facility or site is unavailable within District boundaries. The Charter School's location within the boundaries of Alpine is within San Diego County in accordance with Education Code Section 47605(a)(5) and 47605.1(d).

Potential Civil Liability Effects

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

The Charter School shall operate as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

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

Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

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

Renewal Term

The term of this charter renewal shall be for five years, from July 1, 2018 to June 30, 2023.

Amendments

Any amendments to this charter shall be made by the mutual agreement of the governing boards of the Charter School and the District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Sections 47605 and 47607 and require the approval of the District. The District and Charter School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good-faith fashion.

Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the governing boards of the Charter School and the District. The District and the Charter School agree to meet and discuss and resolve any issues or differences relating to invalidated provisions in a timely, good-faith manner.

The Heights Charter - Dehesa Elementary

Spring 2017 Dashboard Report





<https://caschooldashboard.org/#/Details/37680490127118/2/EquityReport>

Equity Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
 Grade Span: K-8 Charter School: Yes

The Equity Report shows the performance levels for all students on the state indicators. It also shows the total number of student groups that received a performance level for each indicator and how many of those student groups are in the two lowest performance levels (Red/Orange). The total number of student groups may vary due to the number of grade levels included within each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Total Student Groups	Student Groups in Red/Orange
<u>Chronic Absenteeism</u> 	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		1	0
<u>English Language Arts (3-8)</u>		1	0
<u>Mathematics (3-8)</u>		1	0

Select any of the underlined local indicators to see the local data for those with a met rating.

Local Indicators	Ratings
<u>Basics (Teachers, Instructional Materials, Facilities)</u>	Met
<u>Implementation of Academic Standards</u>	Met
<u>Parent Engagement</u>	Met
<u>Local Climate Survey</u>	Met

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Status and Change Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
 Grade Span: K-8 Charter School: Yes

The status and change report provides the performance level for all students on state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Status	Change
<u>Chronic Absenteeism</u> 	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		Very Low 0%	Maintained 0%
<u>English Language Arts (3-8)</u>		High 44.7 points above level 3	Increased +12.1 points
<u>Mathematics (3-8)</u>		High 3 points below level 3	Maintained -0.2 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Detailed Report

The Heights Charter - San Diego County





Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%

Dashboard Release:

Spring 2017

Grade Span: K-8 Charter School: Yes


This report shows information about the indicators used to assess academic performance in the Dashboard. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Status	Change
<u>Chronic Absenteeism</u> 	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		Very Low 0%	Maintained 0%
<u>English Language Arts (3-8)</u>		High 44.7 points above level 3	Increased +12.1 points
<u>Mathematics (3-8)</u>		High 3 points below level 3	Maintained -0.2 points

Select any of the underlined local indicators to see the local data for those with a met rating.

Local Indicators	Ratings
<u>Basics (Teachers, Instructional Materials, Facilities)</u>	Met
<u>Implementation of Academic Standards</u>	Met

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Grade Span: K-8 Charter School: Yes **Dashboard Release:** Spring 2017

This report shows the performance levels for all students and for each student group on the state indicators. Select any of the underlined indicators for more detailed information.

State Indicators	All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities	African American	American Indian	Asian	Filipino	Hispanic	Pacific Islander	Two or More Races	White
Chronic Absenteeism 🔗	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Suspension Rate (K-12)		•	N/A	N/A	•	•	•	•	•	•	•	•	•	
English Language Arts (3-8)		•	N/A	N/A	•	•	•	•	•	•	•	•	•	
Mathematics (3-8)		•	N/A	N/A	•	•	•	•	•	•	•	•	•	

Performance Levels:

- Red (Lowest Performance)
- Orange
- Yellow
- Green
- Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Suspension Rate Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%

Dashboard Release:

Grade Span: K-8 Charter School: Yes

Spring 2017

This report shows the performance levels for a single state indicator, Suspension Rate, for all student groups. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined student groups for more detailed information.

	Student Performance	Number of Students	Status	Change
All Students		180	Very Low 0%	Maintained 0%
English Learners		1	*	*
Foster Youth		0	N/A	N/A
Homeless		0	N/A	N/A
Socioeconomically Disadvantaged		36	Very Low 0%	Maintained 0%
Students with Disabilities		21	Very Low 0%	Maintained 0%
African American		3	*	*
American Indian		4	*	*
Asian		1	*	*
Filipino		3	*	*
Hispanic		22	Very Low 0%	*
Pacific Islander		1	*	*
Two or More Races		8	*	*
White		138	Very Low 0%	Maintained 0%

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Graduation Rates Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%
 Grade Span: K-8 Charter School: Yes

Dashboard Release:
 Spring 2017

This report shows the performance level, or colors, for each student group on the Graduation Rate Indicator. It also shows status (current year data) and change (prior year data). Select any of the underlined student groups for more detailed information.

	Student Performance	Number of Students	Status	Change
All Students		0	*	*
English Learners		0	*	*
Foster Youth		0	N/A	N/A
Homeless		0	N/A	N/A
Socioeconomically Disadvantaged		0	*	*
Students with Disabilities		0	*	*
African American		0	*	*
American Indian		0	*	*
Asian		0	*	*
Filipino		0	*	*
Hispanic		0	*	*
Pacific Islander		0	*	*
Two or More Races		0	*	*
White		0	*	*

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

College/Career Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

Assessment Performance Results	Number of Students	Status	Change
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Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)



An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

English Language Arts Assessment Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for a single state indicator, English Language Arts Assessment, for all student groups. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined student groups for more detailed information.

	Student Performance	Number of Students	Status	Change
All Students		116	High 44.7 points above level 3	Increased +12.1 points
English Learners		0	*	*
Foster Youth		0	N/A	N/A
Homeless		0	N/A	N/A
Socioeconomically Disadvantaged		28	High 32.8 points above level 3	Maintained +5.7 points
Students with Disabilities		14	Medium 7 points above level 3	Increased Significantly +30.2 points
African American		1	*	*
American Indian		3	*	*
Asian		1	*	*
Filipino		3	*	*
Hispanic		20	Very High 70.1 points above level 3	Increased Significantly +42.9 points
Pacific Islander		2	*	*
Two or More Races		4	*	*
White		82	High 36.8 points above level 3	Maintained +2 points

Additional Assessment Data

The English learner student group definition for this indicator includes students who are currently English learners and students who were reclassified within the past four years. Data for both the English Learners and reclassified students are provided below for informational purposes. In addition, data for English Only students are provided for easy comparison.

	Number of Students	Status	Change
EL - Reclassified Only	0	No Data 0 points below level 3	No Data 0 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)



An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Math Assessment Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for a single state indicator, Math Assessment, for all student groups. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined student groups for more detailed information.



	Student Performance	Number of Students	Status	Change
All Students		117	High 3 points below level 3	Maintained -0.2 points
English Learners		0	*	*
Foster Youth		0	N/A	N/A
Homeless		0	N/A	N/A
Socioeconomically Disadvantaged		28	Medium 20.6 points below level 3	Declined -5.2 points
Students with Disabilities		15	Low 41 points below level 3	Increased Significantly +21.6 points
African American		1	*	*
American Indian		3	*	*
Asian		1	*	*
Filipino		3	*	*
Hispanic		20	High 1.6 points above level 3	Increased Significantly +22.7 points
Pacific Islander		2	*	*
Two or More Races		4	*	*
White		83	High 3.8 points below level 3	Declined -8.4 points

Additional Assessment Data

The English learner student group definition for this indicator includes students who are currently English learners and students who were reclassified within the past four years. Data for both the English Learners and reclassified students are provided below for informational purposes. In addition, data for English Only students are provided for easy comparison.

	Number of Students	Status	Change
EL - Reclassified Only	0	No Data 0 points below level 3	No Data 0 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)





An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

All Students Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for All Students on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 44.7 points above level 3	Increased +12.1 points
Mathematics (3-8)		High 3 points below level 3	Maintained -0.2 points

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

English Learners Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for English Learners on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Socioeconomically Disadvantaged Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Socioeconomically Disadvantaged on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
<u>Chronic Absenteeism</u> 	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		Very Low 0%	Maintained 0%
<u>English Language Arts (3-8)</u>		High 32.8 points above level 3	Maintained +5.7 points
<u>Mathematics (3-8)</u>		Medium 20.6 points below level 3	Declined -5.2 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Students with Disabilities Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Students with Disabilities on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		Medium 7 points above level 3	Increased Significantly +30.2 points
Mathematics (3-8)		Low 41 points below level 3	Increased Significantly +21.6 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

American Indian Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for American Indian on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Asian Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Asian on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
<u>Chronic Absenteeism ↗</u>	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		*	*
<u>English Language Arts (3-8)</u>		*	*
<u>Mathematics (3-8)</u>		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

African American Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for African American on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Filipino Student Group Report

The Heights Charter - San Diego County


Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%

Dashboard Release:



Grade Span: K-8 Charter School: Yes

Spring 2017

This report shows the performance levels for Filipino on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Pacific Islander Student Group Report

The Heights Charter - San Diego County


Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%

Dashboard Release:






Spring 2017

Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Pacific Islander on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Two or More Races Student Group Report






The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Two or More Races on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

White Student Group Report

The Heights Charter - San Diego County

Enrollment: 204

Socioeconomically Disadvantaged: 21%

English Learners: 1%

Foster Youth: 0%


Dashboard Release:

Grade Span: K-8

Charter School: Yes

Spring 2017

This report shows the performance levels for White on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 36.8 points above level 3	Maintained +2 points
Mathematics (3-8)		High 3.8 points below level 3	Declined -8.4 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Hispanic Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Hispanic on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	*
English Language Arts (3-8)		Very High 70.1 points above level 3	Increased Significantly +42.9 points
Mathematics (3-8)		High 1.6 points above level 3	Increased Significantly +22.7 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Foster Youth Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%

Dashboard Release:

Spring 2017

Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Foster Youth on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Homeless Student Group Report

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Homeless on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
<u>Chronic Absenteeism</u> 	N/A	N/A	N/A

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 1 (Basics)

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0%
Grade Span: K-8 Charter School: Yes

Dashboard Release:
Spring 2017

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)

This page displays the information submitted by the local educational agency on the local performance indicator for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities (Priority 1).

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the evaluation rubrics.

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions:

[LEA Submission] 0

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home:

[LEA Submission] 0

Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies):

[LEA Submission] 0

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 2 (Implementation of Academic Standards)

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

Self-Reflection Tool for Implementation of State Academic Standards (Priority 2)

This page displays the information submitted by the local educational agency on the local performance indicator for the implementation of state academic standards (Priority 2).

Standard: Local educational agency annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

LEAs chose to either provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools, or to complete the reflection tool.

Option 2: Reflection Tool (Completed by The Heights Charter)

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 - Exploration and Research Phase; 2 - Beginning Development; 3 - Initial Implementation; 4 - Full Implementation; 5 - Full Implementation and Sustainability

English Language Arts - Common Core State Standards for English Language Arts

[LEA Submission] 5 - Full Implementation and Sustainability

English Language Development (Aligned to English Language Arts Standards)

[LEA Submission] 5 - Full Implementation and Sustainability

Mathematics - Common Core State Standards for Mathematics

[LEA Submission] 5 - Full Implementation and Sustainability

Next Generation Science Standards

[LEA Submission] 5 - Full Implementation and Sustainability

History-Social Science

[LEA Submission] 5 - Full Implementation and Sustainability

2. Local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 - Exploration and Research Phase; 2 - Beginning Development; 3 - Initial Implementation; 4 - Full Implementation; 5 - Full Implementation and Sustainability

English Language Arts - Common Core State Standards for English Language Arts

[LEA Submission] 5 - Full Implementation and Sustainability

English Language Development (Aligned to English Language Arts Standards)

[LEA Submission] 5 - Full Implementation and Sustainability

Mathematics - Common Core State Standards for Mathematics

[LEA Submission] 5 - Full Implementation and Sustainability

Next Generation Science Standards

[LEA Submission] 5 - Full Implementation and Sustainability

History-Social Science

[LEA Submission] 5 – Full Implementation and Sustainability

3. Local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

[LEA Submission] 5 – Full Implementation and Sustainability

English Language Development (Aligned to English Language Arts Standards)

[LEA Submission] 5 – Full Implementation and Sustainability

Mathematics – Common Core State Standards for Mathematics

[LEA Submission] 5 – Full Implementation and Sustainability

Next Generation Science Standards

[LEA Submission] 5 – Full Implementation and Sustainability

History-Social Science

[LEA Submission] 5 – Full Implementation and Sustainability

Other Adopted Academic Standards

4. Local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education

[LEA Submission] 4 – Full Implementation

Health Education Content Standards

[LEA Submission] 5 – Full Implementation and Sustainability

Physical Education Model Content Standards

[LEA Submission] 5 – Full Implementation and Sustainability

Visual and Performing Arts

[LEA Submission] 5 – Full Implementation and Sustainability

World Language

[LEA Submission] 5 – Full Implementation and Sustainability

Support for Teachers and Administrators

5. The local educational agency's success at engaging in the following activities with teachers and school administrators during the 2015-16 school year (including summer 2015).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole

[LEA Submission] 5 – Full Implementation and Sustainability

Identifying the professional learning needs of individual teachers

[LEA Submission] 5 – Full Implementation and Sustainability

Providing support for teachers on the standards they have not yet mastered

[LEA Submission] 5 – Full Implementation and Sustainability

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 3 (Parent Engagement)

The Heights Charter - San Diego County

Enrollment: 204

Socioeconomically Disadvantaged: 21%

English Learners: 1%

Foster Youth: 0%

Dashboard Release:

Spring 2017

Grade Span: K-8

Charter School: Yes

Self-Reflection Tool for Parent Engagement (Priority 3)

This page displays the information submitted by the local educational agency on the local performance indicator for parent engagement (Priority 3).

Standard: Local educational agency annually measures its progress in: (1) seeking input from parents in decision making; and (2) promoting parental participation in programs, and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The local educational agency was asked to provide a narrative summary of its progress toward (1) seeking input from parents/guardians in school and district decision making; and (2) promoting parental participation in programs.

The summary of progress is required to be based on either information collected through surveys of parents/guardians or other local measures. As part of the response, the local educational agency was asked to describe why it chose the selected measures, including whether progress on the selected measure is related to goals it has established for other Local Control Funding Formula priorities in its Local Control and Accountability Plan.

Option 2: Local Measures

The local educational agency was asked to summarize the following:

1. The local educational agency's progress on at least one measure related to seeking input from parents/guardians in school and district decision making;
2. The local educational agency's progress on at least one measure related to promoting parental participation in programs; and
3. Why the local educational agency chose the selected measures and whether the findings relate to the goals established for other Local Control Funding Formula priorities in the Local Control and Accountability Plan.

[LEA Submission] Seeking Input in School Decision-Making and Promoting Participation and Programs Parents actively participated in the planning and decision making at The Heights Charter. They were also consulted in the planning process and the composition of the LCAP. This included a survey distributed to all parents of The Heights Charter students with priorities compiled and analyzed. Regular Parent Advisory Committee meetings were held alternately in the day and evening to accommodate working families and maximize input from parents/families. Parents' input is also solicited at school board meetings to encourage a collaborative partnership.

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 6 (Local Climate Survey)

The Heights Charter - San Diego County

Enrollment: 204 Socioeconomically Disadvantaged: 21% English Learners: 1% Foster Youth: 0% Dashboard Release: Spring 2017
Grade Span: K-8 Charter School: Yes

School Climate (Priority 6)

This page displays the information submitted by the local educational agency on the local performance indicator for school climate (Priority 6).

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The local educational agency was asked to provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K-5, 6-8, 9-12).

[LEA Submission] Stakeholders believe that our resource center is a welcoming, safe environment. Staff is receptive to the students' needs and our students are in a safe place academically, emotionally, and physically based on feedback of stakeholders. Stakeholders listed climate as a high priority on their feedback. Emergency plans are in place and regularly practiced by students; and there are no deferred maintenance issues.

Additional Comments (Optional Box Completed by The Heights Charter)

[LEA Submission] Please note: Based on feedback from stakeholders, we will develop a more tailored survey for 2018-19 that addresses the specific needs of our student population rather than opting to use the CA Healthy Kids Survey, which many of our stakeholders thought included non-applicable items for our students.

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Dehesa Elementary School District

List of Schools

This page lists the names of all schools within the district, and shows their performance levels for all students on the state indicators.

School Name ^	Suspension Rate ^	English Learner Progress ^	English Language Arts ^	Mathematics ^	Graduation Rate ^
Dehesa Elementary					
Dehesa Elementary					

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

The Heights Charter School
3 Year Budget
Fiscal Year 2018/19 to 2020/2021

		Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Assumptions				
Charter Funding Rates				
	Grades TK-3	8,077.00	8,290.00	8,522.00
	Grades 4-6	8,077.00	8,290.00	8,522.00
	Grades 7-8	8,077.00	8,290.00	8,522.00
Property Tax				
		93.42	93.42	93.42
	Special Ed-State from Dehesa-based on prior year AD	510.00	510.00	510.00
	Special Ed-Federal from Dehesa-based on prior year A	175.00	175.00	175.00
	Mandated Cost Block Grant	16.30	16.30	16.30
	One Time Discretionary	295.00	295.00	295.00
	Lottery-Unrestricted	146.00	146.00	146.00
	Lottery-Restricted	48.00	48.00	48.00
District Oversight Fee-General (based on State Apport				
		3%	3%	3%
District Oversight Fee-SPED				
		10%	10%	10%
Enrollment				
	Grades TK-3	121	121	121
	Grades 4-6	81	81	81
	Grades 7-8	50	50	50
		<u>252</u>	<u>252</u>	<u>252</u>
ADA				
	Grades TK-3	100%	121.00	121.00
	Grades 4-6		81.00	81.00
	Grades 7-8		50.00	50.00
			<u>252.00</u>	<u>252.00</u>
Prior Year ADA				
			242.00	252.00
	Free and Reduced Lunch Students	16%	40	40
	ELL	1%	3	3
Annual Raise				
			3%	3%
Inflation				
			2%	2%

The Heights Charter School
3 Year Budget
Fiscal Year 2018/19 to 2020/2021

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	
Budget				
Income				
8011-State Apportionment	2,035,404.00	2,089,080.00	2,147,544.00	
Less: In Lieu of Property Taxes	(23,542.21)	(23,542.21)	(23,542.21)	
Less: Education Protection Act	(294,015.00)	(294,015.00)	(294,015.00)	
Total State Aide	<u>1,717,846.79</u>	<u>1,771,522.79</u>	<u>1,829,986.79</u>	
8096-In Lieu of Property Taxes	23,542.21	23,542.21	23,542.21	
8012-Education Protection Act	294,015.00	294,015.00	294,015.00	
Total Revenue Limit	<u>2,035,404.00</u>	<u>2,089,080.00</u>	<u>2,147,544.00</u>	
8181-Special Ed-Federal	42,350.00	44,100.00	44,100.00	
8290-Title I, II, III	-	-	-	
Total Federal Revenue	<u>42,350.00</u>	<u>44,100.00</u>	<u>44,100.00</u>	
8700-Special Ed-State	123,420.00	128,520.00	128,520.00	
8560-State Lottery-Unrestricted	36,792.00	36,792.00	36,792.00	
8560-State Lottery-Restricted	12,096.00	12,096.00	12,096.00	
8590 -One Time Discretionary	71,390.00	-	-	
8550-Mandated Cost Block Grant	3,944.60	4,107.60	4,107.60	
8590-Other	500.00	500.00	500.00	
Total State Revenue	<u>248,142.60</u>	<u>182,015.60</u>	<u>182,015.60</u>	
8660-Interest	2,500.00	2,500.00	2,500.00	
8980-Fundraising	16,000.00	16,000.00	16,000.00	
Fundraising-Cost of Sales	(14,000.00)	(14,000.00)	(14,000.00)	
8985-Donations	25,000.00	25,000.00	25,000.00	
Total Local Income	<u>29,500.00</u>	<u>29,500.00</u>	<u>29,500.00</u>	
Total Income	<u><u>2,355,396.60</u></u>	<u><u>2,344,695.60</u></u>	<u><u>2,403,159.60</u></u>	
Expenses				
1100-Teachers Salaries	765,907.75	788,884.98	812,551.53	3%
1200-Support Salaries	64,800.00	66,744.00	68,746.32	3%
1300-Certificated Admin	104,000.00	107,120.00	110,333.60	3%
1900-Certificated Other	28,800.00	29,664.00	30,553.92	3%
	<u>963,507.75</u>	<u>992,412.98</u>	<u>1,022,185.37</u>	
2100-Instructional Aid	201,480.00	207,524.40	213,750.13	3%
2300-Classified Admin	-	-	-	3%
2400-Office Staff	123,000.00	126,690.00	130,490.70	3%
2900-Other Classified	4,375.00	4,506.25	4,641.44	3%
	<u>328,855.00</u>	<u>338,720.65</u>	<u>348,882.27</u>	

The Heights Charter School
3 Year Budget
Fiscal Year 2018/19 to 2020/2021

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	
3300-Social Security/Medicare	98,865.75	101,831.72	104,886.67	
3400-Health & Welfare	99,600.00	107,568.00	116,173.44	8%
3500-Unemployment	9,192.00	9,192.00	9,192.00	
3600-Workers Comp	22,616.35	23,294.84	23,993.68	
403b Match	4% 51,694.51	53,245.35	54,842.71	
	<u>281,968.61</u>	<u>295,131.91</u>	<u>309,088.50</u>	
Total Employee Compensation	<u>1,574,331.36</u>	<u>1,626,265.54</u>	<u>1,680,156.15</u>	
4100-Approved Textbooks	18,900.00	19,278.00	19,663.56	2%
4200-Other Books	2,520.00	2,570.40	2,621.81	2%
4300-Instructional Supplies	40,320.00	41,126.40	41,948.93	2%
4320-Office Supplies	7,560.00	7,711.20	7,865.42	2%
4340-Custodial Supplies	2,520.00	2,570.40	2,621.81	2%
4390-Other Supplies	18,400.00	18,768.00	19,143.36	2%
4410-Computer Hardware	85,120.00	16,822.40	17,158.85	2%
4420-Furniture & Equipment	12,600.00	12,852.00	13,109.04	2%
4700-Food	-	-	-	
Total Books and Supplies	<u>187,940.00</u>	<u>121,698.80</u>	<u>124,132.78</u>	
5200-Travel & Conference	12,000.00	12,240.00	12,484.80	2%
5300-Dues and Membership	2,814.00	2,870.28	2,927.69	2%
5400-Insurance	24,500.00	24,990.00	25,489.80	2%
5500-Utilities	20,600.00	21,012.00	21,432.24	2%
5600-Building Rent	238,992.00	243,771.84	248,647.28	2%
5600-Maint-Building & Equipment	6,500.00	6,630.00	6,762.60	2%
5810-Speech & Language	45,000.00	45,900.00	46,818.00	2%
5815-Non Instructional Consultants (Comp	2,500.00	2,550.00	2,601.00	2%
5820-Legal	25,000.00	15,000.00	15,300.00	2%
5825-Audit	8,000.00	8,160.00	8,323.20	2%
5832-Student Events	25,200.00	25,704.00	26,218.08	2%
5850-Bank Fees/Payroll Processing Fees	4,700.00	4,794.00	4,889.88	2%
5880-District Oversight Fee-General	61,062.12	62,672.40	64,426.32	
5880-District Oversight Fee-Special Ed	16,577.00	17,262.00	17,262.00	
5885-Software Licenses	17,585.00	17,936.70	18,295.43	2%
5890-Other Operating Fees	4,500.00	4,590.00	4,681.80	2%
5910-Telephone & Internet	12,000.00	12,240.00	12,484.80	2%
5920-Postage	1,500.00	1,530.00	1,560.60	2%
6900-Depreciation Expense	6,134.00	6,134.00	6,134.00	
Total Other Expenses	<u>535,164.12</u>	<u>535,987.22</u>	<u>546,739.52</u>	
Total Expenses	<u>2,297,435.48</u>	<u>2,283,951.56</u>	<u>2,351,028.44</u>	
Net Inc (Dec)in Fund Balance	<u>57,961.12</u>	<u>60,744.04</u>	<u>52,131.16</u>	
Projected Beginning Fund Balance	<u>450,000.00</u>	<u>507,961.12</u>	<u>568,705.16</u>	
Projected Ending Fund Balance	<u>507,961.12</u>	<u>568,705.16</u>	<u>620,836.32</u>	

The Heights Charter School
Cash Flow for 3 Years

2018-19

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Accrual	Total
Beginning Balance	250,000.00	127,714.50	46,509.72	112,152.10	152,770.96	133,420.58	105,792.79	166,112.31	141,165.92	139,324.29	210,673.91	244,850.94		
Cash in Bank	200,000.00	141,235.32	236,504.64	214,281.12	153,811.87	145,034.47	238,077.79	153,311.87	171,820.63	245,011.88	207,839.29	195,617.29		
Cash in Treasury	50,000.00	268,949.82	283,014.36	326,433.22	306,582.83	278,455.05	343,870.57	319,424.18	317,986.55	364,336.17	418,513.20	440,468.24		
Total Cash	250,000.00	127,714.50	46,509.72	112,152.10	152,770.96	133,420.58	105,792.79	166,112.31	141,165.92	139,324.29	210,673.91	244,850.94		
Transfers Between Account														
Cash in Bank	150,000.00	141,235.32	236,504.64	214,281.12	153,811.87	145,034.47	238,077.79	153,311.87	171,820.63	245,011.88	207,839.29	195,617.29		
Cash in Treasury	(150,000.00)	(141,235.32)	(236,504.64)	(214,281.12)	(153,811.87)	(145,034.47)	(238,077.79)	(153,311.87)	(171,820.63)	(245,011.88)	(207,839.29)	(195,617.29)		
Cash Receipts		22,615.00											23,542.21	23,542.21
Property Taxes		22,615.00											165,770.00	165,770.00
SPED Revenue from Dehesa Prior Year		158,235.00												2,000.00
Fundraising			2,500.00	2,500.00	2,500.00	1,000.00	500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00		25,000.00
Other		22,615.00	2,500.00	2,500.00	3,000.00	3,500.00	3,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00		2,500.00
Cash Disbursements														
8011-State Apportionment	78,209.65	78,209.65	140,777.37	140,777.37	140,777.37	140,777.37	140,777.37	171,508.13	171,508.13	171,508.13	171,508.13	171,508.13		1,717,846.79
8012-Education Protection Act			73,503.75			73,503.75				12,222.00			24,444.00	294,015.00
8550-State Lottery	12,222.00			12,222.00			12,222.00							48,888.00
8590-One Time Discretionary					3,944.60					23,796.67	23,796.67			71,390.00
8590-Mandated Cost-Block Grant														3,944.60
8590-Other				500.00										500.00
Interest				312.50	312.50		312.50	312.50		312.50	312.50		625.00	2,500.00
Prior Year	803.67	59.99												2,355,396.60
Total	91,235.32	236,504.64	214,281.12	153,811.87	145,034.47	238,077.79	153,311.87	171,820.63	245,011.88	207,839.29	195,617.29	245,011.88		
1100-Teachers Salaries	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65	63,825.65		765,907.75
1200-Support Salaries	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00		64,800.00
1300-Certificated Admin	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67	8,666.67		104,000.00
1900-Certificated Other	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00		28,800.00
2100-Instructional Aid	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00	16,790.00		201,480.00
2300-Classified Admin	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00		123,000.00
2400-Office Staff	364.58	364.58	364.58	364.58	364.58	364.58	364.58	364.58	364.58	364.58	364.58	364.58		4,375.00
2900-Other Classified	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81	8,238.81		98,865.75
3300-Social Security/Medicare	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00		99,000.00
3400-Health & Welfare	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00		9,192.00
3500-Unemployment	5,654.09	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02	1,542.02		22,616.35
3600-Workers Comp	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88	4,307.88		51,694.51
403b														
4100-Approved Textbooks	9,450.00	859.09	859.09	859.09	859.09	859.09	859.09	859.09	859.09	859.09	859.09	859.09		18,900.00

The Heights Charter School
Cash Flow for 3 Years

2019-20

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Accrual	Total
Beginning Balance														
Cash in Bank	266,805.98	173,192.79	138,046.05	218,032.35	271,297.77	264,593.94	249,775.71	298,945.12	286,645.29	277,454.66	341,455.28	344,486.65		
Cash in Treasury	245,011.88	193,438.72	251,974.84	228,109.96	167,640.71	159,026.31	228,109.96	167,140.71	165,653.91	238,845.16	177,875.91	165,653.91		
Total Cash	511,817.85	366,631.50	390,020.89	446,142.31	438,938.48	423,620.25	477,885.67	466,085.83	452,299.20	516,299.82	519,331.19	510,140.56		
Transfers Between Account														
Cash in Bank	150,000.00	193,438.72	251,974.84	228,109.96	167,640.71	159,026.31	228,109.96	167,140.71	165,653.91	238,845.16	177,875.91	165,653.91		
Cash in Treasury	(150,000.00)	(193,438.72)	(251,974.84)	(228,109.96)	(167,640.71)	(159,026.31)	(228,109.96)	(167,140.71)	(165,653.91)	(238,845.16)	(177,875.91)	(165,653.91)		
Cash Receipts														
Property Taxes		23,542.21											23,542.21	23,542.21
SPED Revenue from Dehesa													172,620.00	172,620.00
Prior Year					500.00	1,000.00	500.00							2,000.00
Fundraising			2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00		25,000.00
Other		23,542.21	2,500.00	2,500.00	3,000.00	3,500.00	3,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00		25,000.00
Cash Disbursements														
8011-State Apportionment	85,892.34	85,892.34	154,606.21	154,606.21	154,606.21	154,606.21	154,606.21	165,341.41	165,341.41	165,341.41	165,341.41	165,341.41		1,771,522.79
8012-Education Protection Act			73,503.75			73,503.75			73,503.75			73,503.75		294,015.00
8560-State Lottery				12,222.00			12,222.00			12,222.00				48,888.00
Prior Year														
8590-One Time Discretionary					4,107.60									4,107.60
8590-Mandated Cost Block Grant				500.00										500.00
8590-Other				312.50	312.50		312.50	312.50	312.50	312.50	312.50	312.50		2,500.00
Interest														
Prior Year														
98,426.84	251,974.84	228,109.96	167,640.71	159,026.31	228,109.96	167,140.71	165,653.91	238,845.16	177,875.91	165,653.91	165,653.91	238,845.16		2,344,695.60
Cash Disbursements														
1100-Teachers Salaries	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42	65,740.42		788,884.98
1200-Support Salaries	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00	5,562.00		66,744.00
1300-Certificated Admin	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67	8,926.67		107,120.00
1900-Certificated Other	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00	2,472.00		29,664.00
2100-Instructional Aid	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70	17,293.70		207,524.40
2300-Classified Admin	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50	10,557.50		126,690.00
2400-Office Staff	375.52	375.52	375.52	375.52	375.52	375.52	375.52	375.52	375.52	375.52	375.52	375.52		4,506.25
2900-Other Classified														
3300-Social Security/Medicare	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98	8,485.98		101,831.72
3400-Health & Welfare	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00	8,964.00		107,568.00
3500-Unemployment														9,192.00
3600-Workers Comp	5,823.71	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28	1,588.28		23,294.84
403b	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11	4,437.11		53,245.35

**BYLAWS
OF
THE HEIGHTS CHARTER**
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is The Heights Charter.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 2710 Alpine Blvd. Suite E, Alpine, CA 91901, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote The Heights Charter (“Charter School”), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

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

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

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

ARTICLE VII BOARD OF DIRECTORS

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

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

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside

California.

- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than seven (7), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors. The Board of Directors shall consist of at least five (5) directors unless changed by amendment to these bylaws.

Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these bylaws for two (2) years and until a successor director has been designated and qualified. Terms for the initial Board of Directors shall be staggered as drawn by lot with two (2) seats serving a one (1) year term and three (3) seats serving a two (2) year term. The initial Board of Directors shall be as follows:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Jennifer Hamilton	June 30, 2014
Samantha Leach	June 30, 2014
Erin Schaefer	June 30, 2013
Michelle Lenore	June 30, 2014 (change approved 6/18/13)
Kristi Scherbaum	June 30, 2013

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Each director shall hold office for two (2) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of

directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors..

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance

with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member

at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States

Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation, at the Board's direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. PRESIDENT. The President, also known as the school Director shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement,

or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

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

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this

Corporation's directors are directors have a material financial interest).

**ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest.

**ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS**

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

**ARTICLE XII
INDEMNIFICATION**

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

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

**ARTICLE XIII
INSURANCE**

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

**ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS**

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

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

**ARTICLE XV
INSPECTION RIGHTS**

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

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

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

**ARTICLE XVI
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created The Heights Charter or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of The Heights Charter School, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on 28th of August, 2012; and that these bylaws have not been amended or modified since that date.

Executed on 28th of August, 2012 at 2020 Running Mare Lane, Alpine, California.

Debra Cramsie, Secretary

AMENDMENTS TO BYLAWS:

Amendment made to Section VII to change expiration of term for Michelle Lenore from 6/30/2013 to 6/30/2014. This amendment to the Bylaws was approved at the 6/18/2013 regular board meeting.

THE HEIGHTS CHARTER

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., The Heights Charter hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of The Heights Charter (“Charter School”), as specifically required by California Government Code Section 87300. As the Charter School has agreed to comply with Government Code Section 1090, in addition to the Political Reform Act, this Code also conforms with the requirements of Section 1090.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members and candidates for election and/or appointment to the governing board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members and candidates for election and/or appointment to the governing board, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School’s filing

officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Financial interest in a contract: Where a Governing Board member has a personal, material financial interest in a contract, the financial interest will be reviewed under Government Code Section 1090, to determine whether the remote or non-interest exceptions apply. Should the Board determine that no applicable remote or noninterest exceptions apply, the Board must either: (1) not enter into the contract, as Government Code Section 1090 prevents the entire board from voting on the contract; or (2) prior to the Board of Director's discussion of and/or taking any action on the contract at issue, the Board member must resign from the Board of Directors. The resignation shall be made part of the Board's official record.

All other financial interests: Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

EXHIBIT A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in “Exhibit B” (i.e., categories 1, 2, and 3).
 - A. Members of the Governing Board and their alternates (if applicable)
 - B. Candidates for Member of the Governing Board
 - C. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
 - D. Executive Director of Charter School
 - E. Principal of Charter School
 - F. Assistant Principals
 - G. Chief Business Officer
 - H. Director Personnel Services
 - I. Assistant Director of Personnel Services
 - J. Consultants

- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of “Exhibit B.”
 - A. Purchasing Manager
 - B. Assistant Business Officer

- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of “Exhibit B.”
 - A. Information Systems Technician
 - B. Contractor

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Charter School Director. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Charter School Director. Investments include the interests described in Category 1.

The Heights Charter - Dehesa Elementary

Fall 2017 Dashboard Report





<https://caschooldashboard.org/#/Details/37680490127118/3/EquityReport>

Equity Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

The Equity Report shows the performance levels for all students on the state indicators. It also shows the total number of student groups that received a performance level for each indicator and how many of those student groups are in the two lowest performance levels (Red/Orange). The total number of student groups may vary due to the number of grade levels included within each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Total Student Groups	Student Groups in Red/Orange
<u>Chronic Absenteeism</u> 	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		3	0
<u>English Language Arts (3-8)</u>		1	0
<u>Mathematics (3-8)</u>		1	0

Select any of the underlined local indicators to see the local data for those with a met rating.

Local Indicators	Ratings
<u>Basics (Teachers, Instructional Materials, Facilities)</u>	Met
<u>Implementation of Academic Standards</u>	Met
<u>Parent Engagement</u>	Met
<u>Local Climate Survey</u>	Met

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Status and Change Report






The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

The status and change report provides the performance level for all students on state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Status	Change
Chronic Absenteeism ↗	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 28.6 points above level 3	Declined Significantly -16 points
Mathematics (3-8)		Medium 7.1 points below level 3	Declined -4.1 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Detailed Report

The Heights Charter - San Diego County

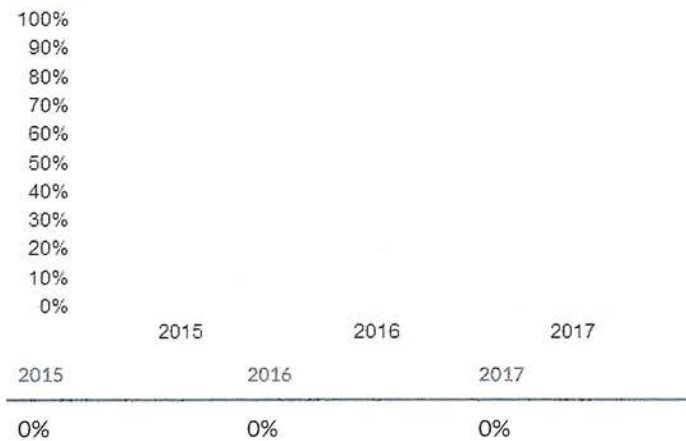
Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0%
 Grade Span: K-8 Charter School: Yes

Dashboard Release:
 Fall 2017

This report shows information about the indicators used to assess academic performance in the Dashboard. Select any of the underlined indicators for more detailed information.

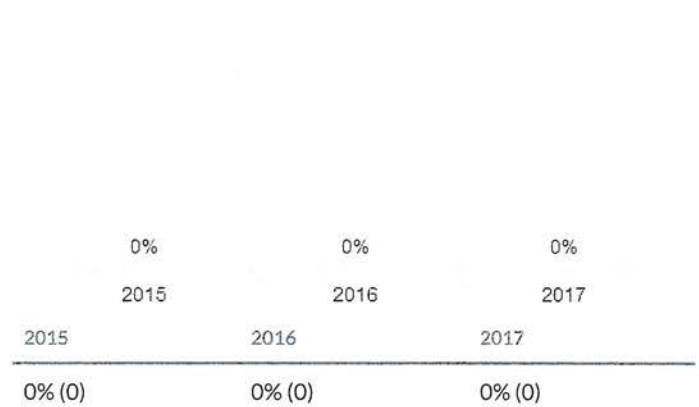
State Indicators

English Learner Progress Indicator (Grades K-12)

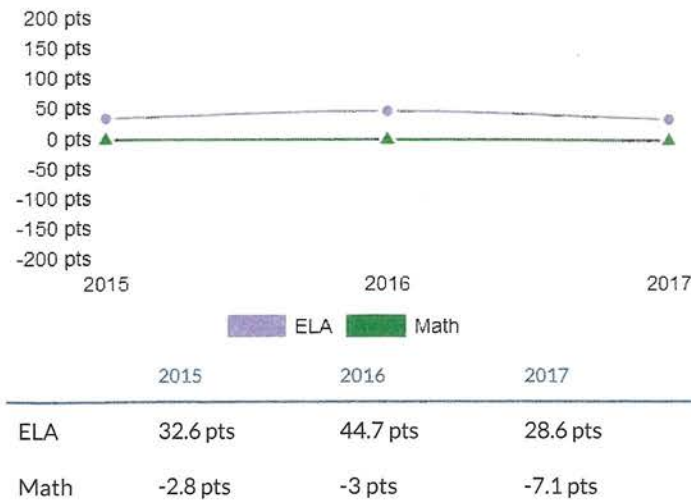


The percent of English Learners who made progress towards English proficiency.

Suspension



Academic Indicators (Grades 3-8): Distance from Level 3



Select any of the underlined local indicators to see the local data for those with a met rating.

Local Indicators	Ratings
<u>Basics (Teachers, Instructional Materials, Facilities)</u>	Met
<u>Implementation of Academic Standards</u>	Met

Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Grade Span: K-8 Charter School: Yes Dashboard Release: Fall 2017

This report shows the performance levels for all students and for each student group on the state indicators. Select any of the underlined indicators for more detailed information.

State Indicators	All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities	African American	American Indian	Asian	Filipino	Hispanic	Pacific Islander	Two or More Races	White
Chronic Absenteeism	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Suspension Rate (K-12)		*	*	*		*	*	*	*	*		*	*	
English Language Arts (3-8)		*	*	*	*	*	*	*	*	*	*	*	*	
Mathematics (3-8)		*	*	*	*	*	*	*	*	*	*	*	*	

Performance Levels:

- Red (Lowest Performance)
- Orange
- Yellow
- Green
- Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Suspension Rate Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for a single state indicator, Suspension Rate, for all student groups. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined student groups for more detailed information.

	Student Performance	Number of Students	Status	Change
All Students		249	Very Low 0%	Maintained 0%
English Learners		1	*	*
Foster Youth		0	*	*
Homeless		0	*	*
Socioeconomically Disadvantaged		34	Very Low 0%	Maintained 0%
Students with Disabilities		31	Very Low 0%	Maintained 0%
African American		4	*	*
American Indian		3	*	*
Asian		1	*	*
Filipino		4	*	*
Hispanic		45	Very Low 0%	Maintained 0%
Pacific Islander		2	*	*
Two or More Races		15	Very Low 0%	Maintained 0%
White		175	Very Low 0%	Maintained 0%

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Graduation Rates Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0%

Grade Span: K-8 Charter School: Yes


Dashboard Release:

Fall 2017

This report shows the performance level, or colors, for each student group on the Graduation Rate Indicator. It also shows status (current year data) and change (prior year data). Select any of the underlined student groups for more detailed information.

Student Performance	Number of Students	Status	Change
All Students	0	*	*
English Learners	0	*	*
Foster Youth	0	*	*
Homeless	0	*	*
Socioeconomically Disadvantaged	0	*	*
Students with Disabilities	0	*	*
African American	0	*	*
American Indian	0	*	*
Asian	0	*	*
Filipino	0	*	*
Hispanic	0	*	*
Pacific Islander	0	*	*
Two or More Races	0	*	*
White	0	*	*

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

College/Career Report

The Heights Charter - San Diego County




Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the status level for student groups on the College/Career Indicator. Select any of the underlined student groups for more detailed information. A color-coded performance level will be reported for the first time in the fall of 2018.

	Student Performance	Number of Students	Status (Percent Prepared)	Change
All Students	N/A	0	*	N/A
English Learners	N/A	0	*	N/A
Foster Youth	N/A	0	*	N/A
Homeless	N/A	0	*	N/A
Socioeconomically Disadvantaged	N/A	0	*	N/A
Students with Disabilities	N/A	0	*	N/A
African American	N/A	0	*	N/A
American Indian	N/A	0	*	N/A
Asian	N/A	0	*	N/A
Filipino	N/A	0	*	N/A
Hispanic	N/A	0	*	N/A
Pacific Islander	N/A	0	*	N/A
Two or More Races	N/A	0	*	N/A
White	N/A	0	*	N/A

Assessment Performance Results	Number of Students	Status	Change
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Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)



An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

English Language Arts Assessment Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for a single state indicator, English Language Arts Assessment, for all student groups. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined student groups for more detailed information.

	Student Performance	Number of Students	Status	Change
All Students		131	High 28.6 points above level 3	Declined Significantly -16 points
English Learners		0	*	*
Foster Youth		0	*	*
Homeless		0	*	*
Socioeconomically Disadvantaged		17	High 34.4 points above level 3	Maintained +1.6 points
Students with Disabilities		25	Low 57.1 points below level 3	Declined Significantly -64.1 points
African American		2	*	*
American Indian		3	*	*
Asian		1	*	*
Filipino		2	*	*
Hispanic		28	High 10.8 points above level 3	Declined Significantly -59.3 points
Pacific Islander		2	*	*
Two or More Races		6	*	*
White		87	High 35.9 points above level 3	Maintained -0.9 points

Additional Assessment Data

The English learner student group definition for this indicator includes students who are currently English learners and students who were reclassified within the past four years. Data for both the English Learners and reclassified students are provided below for informational purposes. In addition, data for English Only students are provided for easy comparison.






	Number of Students	Status	Change
English Only	131	High 28.6 points above level 3	Declined Significantly -16 points

California Alternate Assessment Data

The California Alternate Assessments (CAAs) are administered to eligible students with the most significant cognitive disabilities. The 2017 CAA results for English language arts (ELA) [OR mathematics] are displayed below for informational purposes only. These results will be included in future calculations for the Academic Indicator. The graphs below display the percent of students who achieved Levels 1, 2, and 3.

	Number of Students	Level 1	Level 2	Level 3
English Language Arts (3-8)	0	*	*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)



An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Math Assessment Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for a single state indicator, Math Assessment, for all student groups. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined student groups for more detailed information.

	Student Performance	Number of Students	Status	Change
All Students		131	Medium 7.1 points below level 3	Declined -4.1 points
English Learners		0	*	*
Foster Youth		0	*	*
Homeless		0	*	*
Socioeconomically Disadvantaged		17	Medium 8.5 points below level 3	Increased +12.1 points
Students with Disabilities		25	Low 71.4 points below level 3	Declined Significantly -30.4 points
African American		2	*	*
American Indian		3	*	*
Asian		1	*	*
Filipino		2	*	*
Hispanic		28	Low 25.3 points below level 3	Declined Significantly -26.9 points
Pacific Islander		2	*	*
Two or More Races		6	*	*
White		87	Medium 2.6 points below level 3	Maintained +1.3 points

Additional Assessment Data

The English learner student group definition for this indicator includes students who are currently English learners and students who were reclassified within the past four years. Data for both the English Learners and reclassified students are provided below for informational purposes. In addition, data for English Only students are provided for easy comparison.






	Number of Students	Status	Change
English Only	131	Medium 7.1 points below level 3	Declined -4.1 points

California Alternate Assessment Data

The California Alternate Assessments (CAAs) are administered to eligible students with the most significant cognitive disabilities. The 2017 CAA results for English language arts (ELA) [OR mathematics] are displayed below for informational purposes only. These results will be included in future calculations for the Academic Indicator. The graphs below display the percent of students who achieved Levels 1, 2, and 3.

	Number of Students	Level 1	Level 2	Level 3
Mathematics (3-8)	0	*	*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)





An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

All Students Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for All Students on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 28.6 points above level 3	Declined Significantly -16 points
Mathematics (3-8)		Medium 7.1 points below level 3	Declined -4.1 points

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

English Learners Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for English Learners on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)



An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Socioeconomically Disadvantaged Student Group Report





The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Socioeconomically Disadvantaged on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 34.4 points above level 3	Maintained +1.6 points
Mathematics (3-8)		Medium 8.5 points below level 3	Increased +12.1 points

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Students with Disabilities Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
 Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Students with Disabilities on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		Low 57.1 points below level 3	Declined Significantly -64.1 points
Mathematics (3-8)		Low 71.4 points below level 3	Declined Significantly -30.4 points

Performance Levels:

 Red (Lowest Performance)
  Orange
  Yellow
  Green
  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.


American Indian Student Group Report

The Heights Charter - San Diego County



Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0%
Grade Span: K-8 Charter School: Yes

Dashboard Release:
Fall 2017

This report shows the performance levels for American Indian on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Asian Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Asian on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

African American Student Group Report




The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for African American on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
<u>Chronic Absenteeism </u>	N/A	N/A	N/A
<u>Suspension Rate (K-12)</u>		*	*
<u>English Language Arts (3-8)</u>		*	*
<u>Mathematics (3-8)</u>		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)


An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Filipino Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Filipino on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Pacific Islander Student Group Report

The Heights Charter - San Diego County

Enrollment: 231

Socioeconomically Disadvantaged: 13%

English Learners: 0%

Foster Youth: 0%


Dashboard Release:

Fall 2017


Grade Span: K-8

Charter School: Yes

This report shows the performance levels for Pacific Islander on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		*	*
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Two or More Races Student Group Report

The Heights Charter - San Diego County


Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0%

Dashboard Release:

Fall 2017

Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Two or More Races on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		*	*
Mathematics (3-8)		*	*

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)





An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

White Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for White on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 35.9 points above level 3	Maintained -0.9 points
Mathematics (3-8)		Medium 2.6 points below level 3	Maintained +1.3 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)



An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Hispanic Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Hispanic on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0%	Maintained 0%
English Language Arts (3-8)		High 10.8 points above level 3	Declined Significantly -59.3 points
Mathematics (3-8)		Low 25.3 points below level 3	Declined Significantly -26.9 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Foster Youth Student Group Report





The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Foster Youth on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Homeless Student Group Report

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

This report shows the performance levels for Homeless on all state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Student Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 1 (Basics)

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)

This page displays the information submitted by the local educational agency on the local performance indicator for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities (Priority 1).

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the evaluation rubrics.

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions:

[LEA Submission] 0

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home:

[LEA Submission] 0

Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies):

[LEA Submission] 0

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 2 (Implementation of Academic Standards)

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

Self-Reflection Tool for Implementation of State Academic Standards (Priority 2)

This page displays the information submitted by the local educational agency on the local performance indicator for the implementation of state academic standards (Priority 2).

Standard: Local educational agency annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

LEAs chose to either provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools, or to complete the reflection tool.

Option 2: Reflection Tool (Completed by The Heights Charter)

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

[LEA Submission] 5 – Full Implementation and Sustainability

English Language Development (Aligned to English Language Arts Standards)

[LEA Submission] 5 – Full Implementation and Sustainability

Mathematics – Common Core State Standards for Mathematics

[LEA Submission] 5 – Full Implementation and Sustainability

Next Generation Science Standards

[LEA Submission] 5 – Full Implementation and Sustainability

History-Social Science

[LEA Submission] 5 – Full Implementation and Sustainability

2. Local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

[LEA Submission] 5 – Full Implementation and Sustainability

English Language Development (Aligned to English Language Arts Standards)

[LEA Submission] 5 – Full Implementation and Sustainability

Mathematics – Common Core State Standards for Mathematics

[LEA Submission] 5 – Full Implementation and Sustainability

Next Generation Science Standards

[LEA Submission] 5 – Full Implementation and Sustainability

History-Social Science

[LEA Submission] 5 - Full Implementation and Sustainability

3. Local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

[LEA Submission] 5 - Full Implementation and Sustainability

English Language Development (Aligned to English Language Arts Standards)

[LEA Submission] 5 - Full Implementation and Sustainability

Mathematics – Common Core State Standards for Mathematics

[LEA Submission] 5 - Full Implementation and Sustainability

Next Generation Science Standards

[LEA Submission] 5 - Full Implementation and Sustainability

History-Social Science

[LEA Submission] 5 - Full Implementation and Sustainability

Other Adopted Academic Standards

4. Local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education

[LEA Submission] 4 - Full Implementation

Health Education Content Standards

[LEA Submission] 5 - Full Implementation and Sustainability

Physical Education Model Content Standards

[LEA Submission] 5 - Full Implementation and Sustainability

Visual and Performing Arts

[LEA Submission] 5 - Full Implementation and Sustainability

World Language

[LEA Submission] 5 - Full Implementation and Sustainability

Support for Teachers and Administrators

5. The local educational agency's success at engaging in the following activities with teachers and school administrators during the 2015-16 school year (including summer 2015).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole

[LEA Submission] 5 - Full Implementation and Sustainability





Identifying the professional learning needs of individual teachers

[LEA Submission] 5 - Full Implementation and Sustainability

Providing support for teachers on the standards they have not yet mastered

[LEA Submission] 5 - Full Implementation and Sustainability

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 3 (Parent Engagement)

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

Self-Reflection Tool for Parent Engagement (Priority 3)

This page displays the information submitted by the local educational agency on the local performance indicator for parent engagement (Priority 3).

Standard: Local educational agency annually measures its progress in: (1) seeking input from parents in decision making; and (2) promoting parental participation in programs, and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The local educational agency was asked to provide a narrative summary of its progress toward (1) seeking input from parents/guardians in school and district decision making; and (2) promoting parental participation in programs.

The summary of progress is required to be based on either information collected through surveys of parents/guardians or other local measures. As part of the response, the local educational agency was asked to describe why it chose the selected measures, including whether progress on the selected measure is related to goals it has established for other Local Control Funding Formula priorities in its Local Control and Accountability Plan.

Option 2: Local Measures

The local educational agency was asked to summarize the following:

1. The local educational agency's progress on at least one measure related to seeking input from parents/guardians in school and district decision making;
2. The local educational agency's progress on at least one measure related to promoting parental participation in programs; and
3. Why the local educational agency chose the selected measures and whether the findings relate to the goals established for other Local Control Funding Formula priorities in the Local Control and Accountability Plan.

[LEA Submission] Seeking Input in School Decision-Making and Promoting Participation and Programs Parents actively participated in the planning and decision making at The Heights Charter. They were also consulted in the planning process and the composition of the LCAP. This included a survey distributed to all parents of The Heights Charter students with priorities compiled and analyzed. Regular Parent Advisory Committee meetings were held alternately in the day and evening to accommodate working families and maximize input from parents/families. Parents' input is also solicited at school board meetings to encourage a collaborative partnership.

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Local Data Submitted for Priority 6 (Local Climate Survey)

The Heights Charter - San Diego County

Enrollment: 231 Socioeconomically Disadvantaged: 13% English Learners: 0% Foster Youth: 0% Dashboard Release: Fall 2017
Grade Span: K-8 Charter School: Yes

School Climate (Priority 6)

This page displays the information submitted by the local educational agency on the local performance indicator for school climate (Priority 6).

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The local educational agency was asked to provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K-5, 6-8, 9-12).

[LEA Submission] Stakeholders believe that our resource center is a welcoming, safe environment. Staff is receptive to the students' needs and our students are in a safe place academically, emotionally, and physically based on feedback of stakeholders. Stakeholders listed climate as a high priority on their feedback. Emergency plans are in place and regularly practiced by students; and there are no deferred maintenance issues.

Additional Comments (Optional Box Completed by The Heights Charter)

[LEA Submission] Please note: Based on feedback from stakeholders, we will develop a more tailored survey for 2018-19 that addresses the specific needs of our student population rather than opting to use the CA Healthy Kids Survey, which many of our stakeholders thought included non-applicable items for our students.

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Dehesa Elementary School District

List of Schools

This page lists the names of all schools within the district, and shows their performance levels for all students on the state indicators.

School Name ^	Suspension Rate ⇅	English Learner Progress ⇅	English Language Arts ⇅	Mathematics ⇅	Graduation Rate ⇅
Dehesa Elementary					
Dehesa Elementary					

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Smarter Balanced Test Result Comparison

Report Options

Select Year: 2015 Select Grade: All Grades Select Group/Subgroup: All Students (Default)

Apply Selections

2015 Overall Achievement--All Grades

TABLE GRAPH

Comparing 3 out of 3 Results

SCHOOL #1	SCHOOL #2	SCHOOL #3
The Heights Charter CDS Code: 37-68049-0127118 • Grades 3-8	Alpine Elementary CDS Code: 37-67967-6037519 • Grades 3-5	Joan Macqueen Middle CDS Code: 37-67967-6037535 • Grades 6-8
View School #1 Full Test Results	View School #2 Full Test Results	View School #3 Full Test Results
Remove School #1 Selection	Remove School #2 Selection	Remove School #3 Selection

ENGLISH LANGUAGE ARTS/LITERACY

2015 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded	26 %	14 %	7 %
Standard Met	40 %	27 %	28 %
Standard Nearly Met	28 %	27 %	32 %
Standard Not Met	6 %	33 %	33 %

[English Language Arts/Literacy Achievement Level Descriptors](#)





[English Language Arts/Literacy Scale Score Ranges](#)

MATHEMATICS

2015 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded	24 %	6 %	13 %
 Standard Met	20 %	31 %	18 %
 Standard Nearly Met	37 %	35 %	33 %
 Standard Not Met	19 %	28 %	36 %

[Mathematics Achievement Level Descriptors](#)

[Mathematics Scale Score Ranges](#)



Smarter Balanced Assessment Test Results for: School: The Heights Charter

CDS Code: 37-68049-0127118

District: The Heights Charter

County: San Diego

SUMMARY REPORT

CHANGE OVER TIME

Report Options

Select Year:

2015

Select Group/Subgroup:

All Students (Default)

Apply Selections

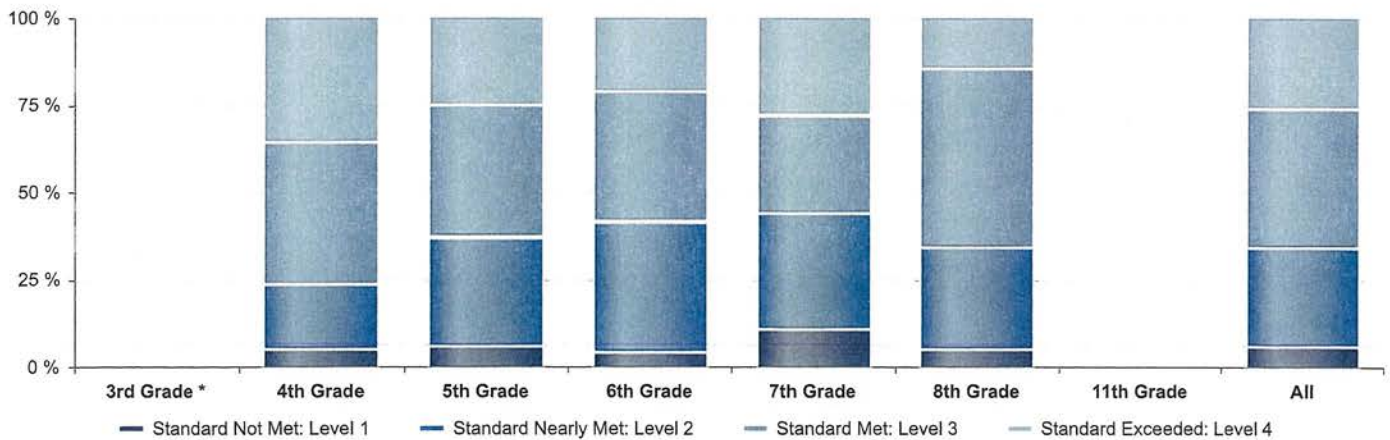
To learn more about the results displayed below, please visit [Understanding Smarter Balanced Assessment Results](#).

In order to protect student privacy, an asterisk (*) will be displayed instead of a number on test results where 10 or fewer students had tested.

Smarter Balanced Results (2015)

ENGLISH LANGUAGE ARTS/LITERACY

Achievement Level Distribution







[English Language Arts/Literacy Achievement Level Descriptors](#)

▼ All Students (accessible data)

Overall Achievement

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Number of Students Enrolled	7	25	17	24	18	24	N/A	115
Number of Students Tested	7	23	16	24	18	21	N/A	109
Number of Students With Scores	7	22	16	24	18	21	N/A	108


	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Mean Scale Score	*	2517.8	2535.4	2557.6	2582.1	2595.5	N/A	N/A
 Standard Exceeded: Level 4	*	36 %	25 %	21 %	28 %	14 %	N/A	26 %
 Standard Met: Level 3	*	41 %	38 %	38 %	28 %	52 %	N/A	40 %
 Standard Nearly Met: Level 2	*	18 %	31 %	38 %	33 %	29 %	N/A	28 %
 Standard Not Met: Level 1	*	5 %	6 %	4 %	11 %	5 %	N/A	6 %

English Language Arts/Literacy Scale Score Ranges


Areas

Area Achievement Level Descriptors provide a more detailed look at students' performance on the overall assessment. The results in these key areas for each subject are reported using the following three indicators: below standard, near standard, and above standard. The sum of the achievement level percentages may not add to 100% due to rounding.


Reading: Demonstrating understanding of literary and non-fictional texts

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	*	36 %	40 %	33 %	28 %	43 %	N/A	36 %
	At or Near Standard	*	59 %	47 %	46 %	50 %	43 %	N/A	49 %
	Below Standard	*	5 %	13 %	21 %	22 %	14 %	N/A	15 %


Writing: Producing clear and purposeful writing

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	*	55 %	50 %	33 %	50 %	24 %	N/A	42 %
	At or Near Standard	*	45 %	43 %	67 %	33 %	62 %	N/A	51 %
	Below Standard	*	0 %	7 %	0 %	17 %	14 %	N/A	8 %

Listening: Demonstrating effective communication skills

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	*	18 %	6 %	21 %	17 %	19 %	N/A	19 %
	At or Near Standard	*	73 %	81 %	67 %	72 %	71 %	N/A	70 %
	Below Standard	*	9 %	13 %	13 %	11 %	10 %	N/A	10 %

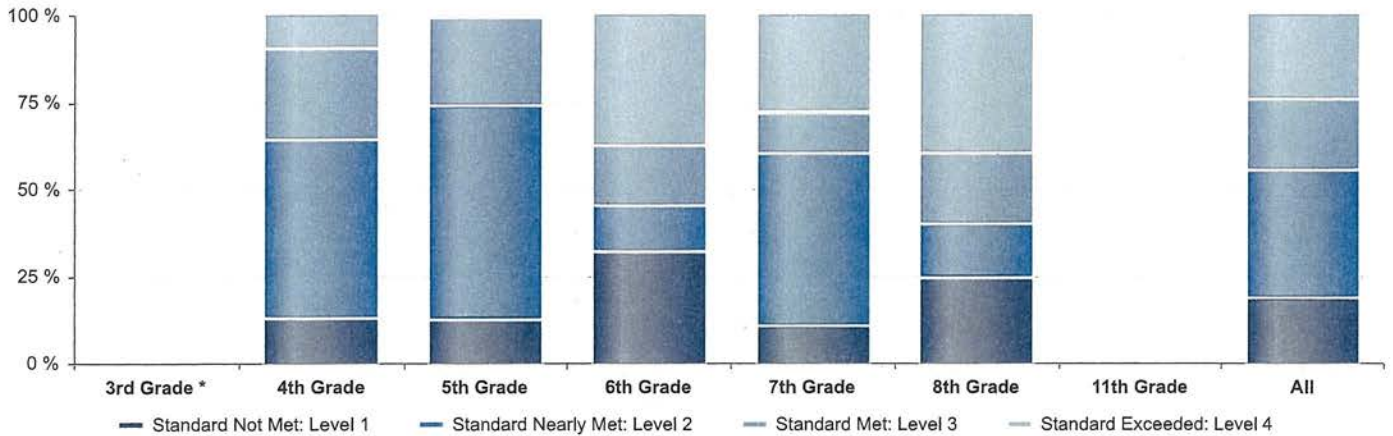
Research/Inquiry: Investigating, analyzing, and presenting information

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	*	27 %	31 %	33 %	39 %	29 %	N/A	32 %
	At or Near Standard	*	68 %	69 %	58 %	56 %	62 %	N/A	62 %
	Below Standard	*	5 %	0 %	8 %	6 %	10 %	N/A	6 %

English Language Arts/Literacy Area Achievement Level Descriptors

MATHEMATICS

Achievement Level Distribution



[Mathematics Achievement Level Descriptors](#)

▼ **All Students (accessible data)**

Overall Achievement

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Number of Students Enrolled	7	25	17	24	18	24	N/A	115
Number of Students Tested	7	23	16	24	18	20	N/A	108
Number of Students With Scores	7	23	16	24	18	20	N/A	108
Mean Scale Score	*	2470.7	2488.7	2554.3	2571.4	2599.5	N/A	N/A
Standard Exceeded: Level 4	*	9 %	0 %	38 %	28 %	40 %	N/A	24 %
Standard Met: Level 3	*	26 %	25 %	17 %	11 %	20 %	N/A	20 %
Standard Nearly Met: Level 2	*	52 %	63 %	13 %	50 %	15 %	N/A	37 %
Standard Not Met: Level 1	*	13 %	13 %	33 %	11 %	25 %	N/A	19 %

[Mathematics Scale Score Ranges](#)


Areas

Area Achievement Level Descriptors provide a more detailed look at students' performance on the overall assessment. The results in these key areas for each subject are reported using the following three indicators: below standard, near standard, and above standard. The sum of the achievement level percentages may not add to 100% due to rounding.


CONCEPTS & PROCEDURES: Applying mathematical concepts and procedures

Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	*	13 %	13 %	29 %	28 %	50 %	N/A	27 %
At or Near Standard	*	48 %	31 %	33 %	22 %	25 %	N/A	34 %
Below Standard	*	39 %	56 %	38 %	50 %	25 %	N/A	39 %

PROBLEM SOLVING & MODELING/DATA ANALYSIS: Using appropriate tools and strategies to solve real world and mathematical problems

 Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	*	26 %	13 %	38 %	39 %	25 %	N/A	29 %
At or Near Standard	*	65 %	63 %	46 %	56 %	50 %	N/A	56 %
Below Standard	*	9 %	25 %	17 %	6 %	25 %	N/A	15 %

COMMUNICATING REASONING: Demonstrating ability to support mathematical conclusions

 Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	*	22 %	6 %	33 %	28 %	20 %	N/A	25 %
At or Near Standard	*	43 %	63 %	50 %	61 %	65 %	N/A	55 %
Below Standard	*	35 %	31 %	17 %	11 %	15 %	N/A	20 %

[Mathematics Area Achievement Level Descriptors](#)

Smarter Balanced Test Result Comparison

Report Options

Select Year:

2016

Select Grade:

All Grades

Select Group/Subgroup:

All Students (Default)

Apply Selections

2016 Overall Achievement--All Grades

TABLE

GRAPH

Comparing 3 out of 3 Results

SCHOOL #1

The Heights Charter
CDS Code: 37-68049-0127118

• Grades 3-8

[View School #1 Full Test Results](#)

[Remove School #1 Selection](#)

SCHOOL #2

Alpine Elementary
CDS Code: 37-67967-6037519

• Grades 3-5

[View School #2 Full Test Results](#)

[Remove School #2 Selection](#)

SCHOOL #3

Joan Macqueen Middle
CDS Code: 37-67967-6037535

• Grades 6-8

[View School #3 Full Test Results](#)

[Remove School #3 Selection](#)

ENGLISH LANGUAGE ARTS/LITERACY

2016 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4	32 %	20 %	10 %
Standard Met: Level 3	46 %	29 %	36 %
Standard Nearly Met: Level 2	13 %	24 %	28 %
Standard Not Met: Level 1	9 %	28 %	26 %

[English Language Arts/Literacy Achievement Level Descriptors](#)





[English Language Arts/Literacy Scale Score Ranges](#)

MATHEMATICS

2016 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded: Level 4	21 %	10 %	13 %
 Standard Met: Level 3	26 %	31 %	22 %
 Standard Nearly Met: Level 2	34 %	32 %	36 %
 Standard Not Met: Level 1	20 %	27 %	30 %

[Mathematics Achievement Level Descriptors](#)

[Mathematics Scale Score Ranges](#)



Smarter Balanced Assessment Test Results for: School: The Heights Charter

CDS Code: 37-68049-0127118

District: The Heights Charter

County: San Diego

SUMMARY REPORT

CHANGE OVER TIME

Report Options

Select Year:

Select Group/Subgroup:

2016

All Students (Default)

Apply Selections

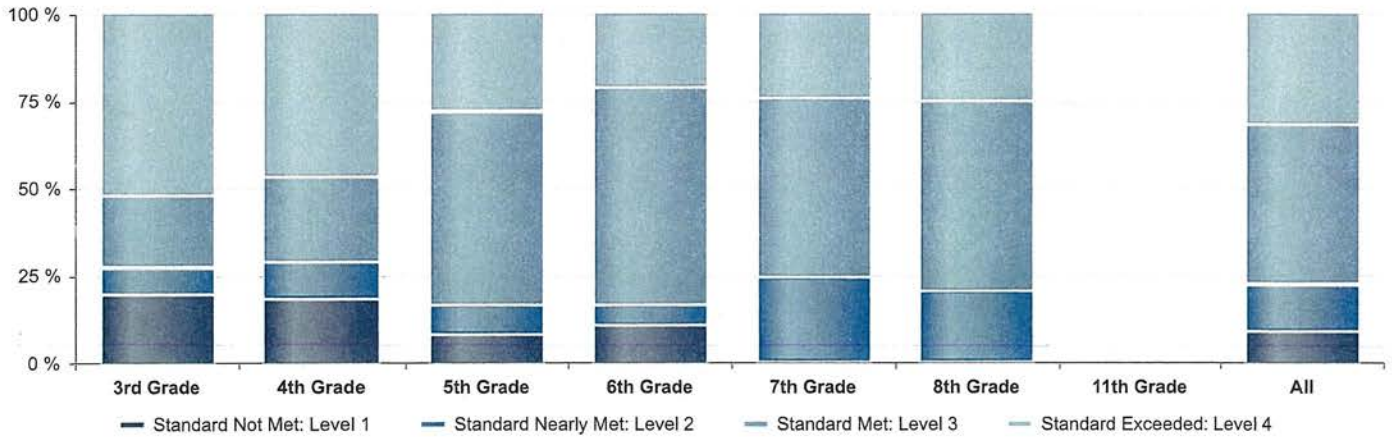
To learn more about the results displayed below, please visit [Understanding Smarter Balanced Assessment Results](#).

In order to protect student privacy, an asterisk (*) will be displayed instead of a number on test results where 10 or fewer students had tested.

Smarter Balanced Results (2016)

ENGLISH LANGUAGE ARTS/LITERACY

Achievement Level Distribution







[English Language Arts/Literacy Achievement Level Descriptors](#)

▼ All Students (accessible data)

Overall Achievement

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
# of Students Enrolled	18	22	27	21	28	21	N/A	137
# of Students Tested	16	21	25	19	25	20	N/A	126
# of Students With Scores	15	21	25	19	25	20	N/A	125


	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Mean Scale Score	2464.9	2498.8	2557.4	2570.9	2604.7	2619.1	N/A	N/A
 Standard Exceeded: Level 4	53 %	48 %	28 %	21 %	24 %	25 %	N/A	32 %
 Standard Met: Level 3	20 %	24 %	56 %	63 %	52 %	55 %	N/A	46 %
 Standard Nearly Met: Level 2	7 %	10 %	8 %	5 %	24 %	20 %	N/A	13 %
 Standard Not Met: Level 1	20 %	19 %	8 %	11 %	0 %	0 %	N/A	9 %

English Language Arts/Literacy Scale Score Ranges


Areas

Area Achievement Level Descriptors provide a more detailed look at students' performance on the overall assessment. The results in these key areas for each subject are reported using the following three indicators: below standard, near standard, and above standard. The sum of the achievement level percentages may not add to 100% due to rounding.


READING: How well do students understand stories and information that they read?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	47 %	60 %	32 %	26 %	40 %	45 %	N/A	41 %
	Near Standard	27 %	30 %	48 %	58 %	52 %	50 %	N/A	45 %
	Below Standard	27 %	10 %	20 %	16 %	8 %	5 %	N/A	14 %


WRITING: How well do students communicate in writing?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	33 %	40 %	40 %	37 %	48 %	30 %	N/A	39 %
	Near Standard	60 %	50 %	60 %	53 %	48 %	70 %	N/A	56 %
	Below Standard	7 %	10 %	0 %	11 %	4 %	0 %	N/A	5 %

LISTENING: How well do students understand spoken information?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	27 %	15 %	24 %	16 %	20 %	35 %	N/A	23 %
	Near Standard	60 %	75 %	72 %	84 %	76 %	50 %	N/A	70 %
	Below Standard	13 %	10 %	4 %	0 %	4 %	15 %	N/A	7 %

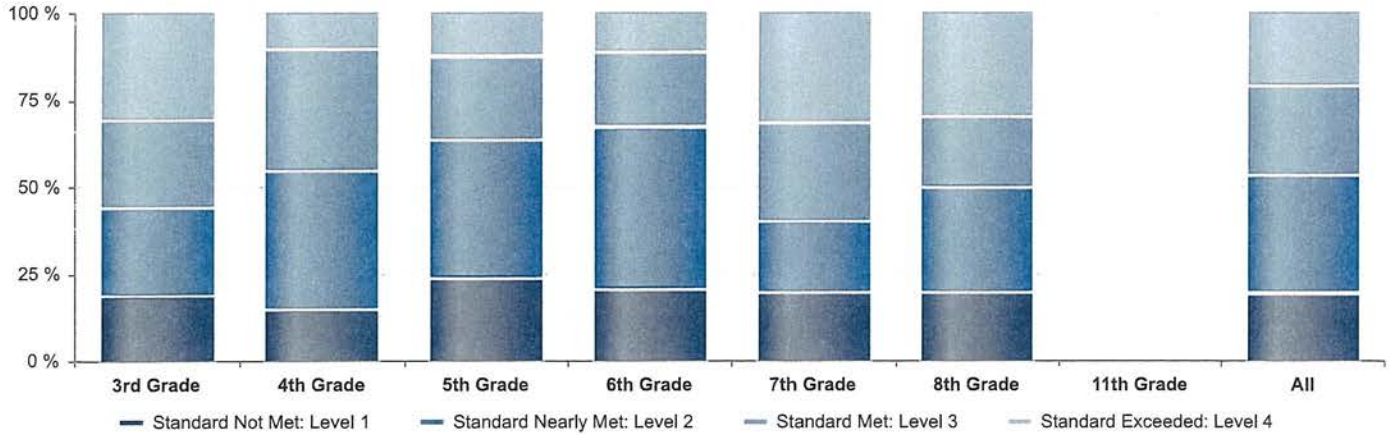
RESEARCH/INQUIRY: How well can students find and present information about a topic?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	27 %	25 %	64 %	42 %	40 %	50 %	N/A	43 %
	Near Standard	60 %	65 %	36 %	58 %	52 %	50 %	N/A	52 %
	Below Standard	13 %	10 %	0 %	0 %	8 %	0 %	N/A	5 %

English Language Arts/Literacy Area Achievement Level Descriptors

MATHEMATICS

Achievement Level Distribution



[Mathematics Achievement Level Descriptors](#)

▼ All Students (accessible data)

Overall Achievement

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
# of Students Enrolled	18	21	27	21	28	21	N/A	136
# of Students Tested	16	20	25	19	25	20	N/A	125
# of Students With Scores	16	20	25	19	25	20	N/A	125
Mean Scale Score	2448.5	2473.9	2504.8	2527.6	2576.0	2617.0	N/A	N/A
Standard Exceeded: Level 4	31 %	10 %	12 %	11 %	32 %	30 %	N/A	21 %
Standard Met: Level 3	25 %	35 %	24 %	21 %	28 %	20 %	N/A	26 %
Standard Nearly Met: Level 2	25 %	40 %	40 %	47 %	20 %	30 %	N/A	34 %
Standard Not Met: Level 1	19 %	15 %	24 %	21 %	20 %	20 %	N/A	20 %

[Mathematics Scale Score Ranges](#)


Areas

Area Achievement Level Descriptors provide a more detailed look at students' performance on the overall assessment. The results in these key areas for each subject are reported using the following three indicators: below standard, near standard, and above standard. The sum of the achievement level percentages may not add to 100% due to rounding.


CONCEPTS & PROCEDURES: How well do students use mathematical rules and ideas?

Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	44 %	15 %	12 %	16 %	40 %	50 %	N/A	29 %
Near Standard	31 %	45 %	48 %	42 %	28 %	25 %	N/A	37 %
Below Standard	25 %	40 %	40 %	42 %	32 %	25 %	N/A	34 %

PROBLEM SOLVING AND MODELING & DATA ANALYSIS: How well can students show and apply their problem solving skills?

 Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	44 %	30 %	20 %	16 %	28 %	40 %	N/A	29 %
Near Standard	25 %	55 %	64 %	63 %	60 %	55 %	N/A	55 %
Below Standard	31 %	15 %	16 %	21 %	12 %	5 %	N/A	16 %

COMMUNICATING REASONING: How well can students think logically and express their thoughts in order to solve a problem?

 Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	44 %	20 %	12 %	16 %	36 %	30 %	N/A	26 %
Near Standard	38 %	60 %	64 %	58 %	40 %	65 %	N/A	54 %
Below Standard	19 %	20 %	24 %	26 %	24 %	5 %	N/A	20 %

[Mathematics Area Achievement Level Descriptors](#)

Smarter Balanced Test Result Comparison

Report Options

Select Year:

2017

Select Grade:

All Grades

Select Group/Subgroup:

All Students (Default)

Apply Selections

2017 Overall Achievement--All Grades

TABLE

GRAPH

Comparing 3 out of 3 Results

SCHOOL #1

The Heights Charter
CDS Code: 37-68049-0127118

• Grades 3-8

[View School #1 Full Test Results](#)

[Remove School #1 Selection](#)

SCHOOL #2

Alpine Elementary
CDS Code: 37-67967-6037519

• Grades 3-5

[View School #2 Full Test Results](#)

[Remove School #2 Selection](#)

SCHOOL #3

Joan Macqueen Middle
CDS Code: 37-67967-6037535

• Grades 6-8

[View School #3 Full Test Results](#)

[Remove School #3 Selection](#)

ENGLISH LANGUAGE ARTS/LITERACY

2017 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4	28.06 %	13.26 %	13.55 %
Standard Met: Level 3	37.41 %	21.55 %	42.37 %
Standard Nearly Met: Level 2	20.86 %	30.94 %	27.10 %
Standard Not Met: Level 1	13.67 %	34.25 %	16.98 %

[English Language Arts/Literacy Achievement Level Descriptors](#)





[English Language Arts/Literacy Scale Score Ranges](#)

MATHEMATICS

2017 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded: Level 4	20.14 %	12.09 %	11.24 %
 Standard Met: Level 3	28.06 %	24.73 %	23.05 %
 Standard Nearly Met: Level 2	32.37 %	34.07 %	34.67 %
 Standard Not Met: Level 1	19.42 %	29.12 %	31.05 %

[Mathematics Achievement Level Descriptors](#)

[Mathematics Scale Score Ranges](#)

Smarter Balanced Test Result Comparison

Report Options

Select Year:

2017

Select Grade:

All Grades

Select Group/Subgroup:

All Students (Default)

Apply Selections

2017 Overall Achievement--All Grades

TABLE

GRAPH

Comparing 3 out of 3 Results

SCHOOL #1

The Heights Charter
CDS Code: 37-68049-0127118

• Grades 3-8

View School #1 Full Test Results

[Remove School #1 Selection](#)

SCHOOL #2

Alpine Elementary
CDS Code: 37-67967-6037519

• Grades 3-5

View School #2 Full Test Results

[Remove School #2 Selection](#)

SCHOOL #3

Joan Macqueen Middle
CDS Code: 37-67967-6037535

• Grades 6-8

View School #3 Full Test Results

[Remove School #3 Selection](#)

ENGLISH LANGUAGE ARTS/LITERACY

2017 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
Standard Exceeded: Level 4	28.06 %	13.26 %	13.55 %
Standard Met: Level 3	37.41 %	21.55 %	42.37 %
Standard Nearly Met: Level 2	20.86 %	30.94 %	27.10 %
Standard Not Met: Level 1	13.67 %	34.25 %	16.98 %

[English Language Arts/Literacy Achievement Level Descriptors](#)





[English Language Arts/Literacy Scale Score Ranges](#)

MATHEMATICS

2017 Achievement Level Distribution

All Grades

Overall Achievement

	The Heights Charter	Alpine Elementary	Joan Macqueen Middle
Mean Scale Score	N/A	N/A	N/A
 Standard Exceeded: Level 4	20.14 %	12.09 %	11.24 %
 Standard Met: Level 3	28.06 %	24.73 %	23.05 %
 Standard Nearly Met: Level 2	32.37 %	34.07 %	34.67 %
 Standard Not Met: Level 1	19.42 %	29.12 %	31.05 %

[Mathematics Achievement Level Descriptors](#)

[Mathematics Scale Score Ranges](#)



Smarter Balanced Assessment Test Results for: School: The Heights Charter

CDS Code: 37-68049-0127118

District: The Heights Charter

County: San Diego

SUMMARY REPORT CHANGE OVER TIME

Report Options

Select Year: Select Group/Subgroup: **Apply Selections**

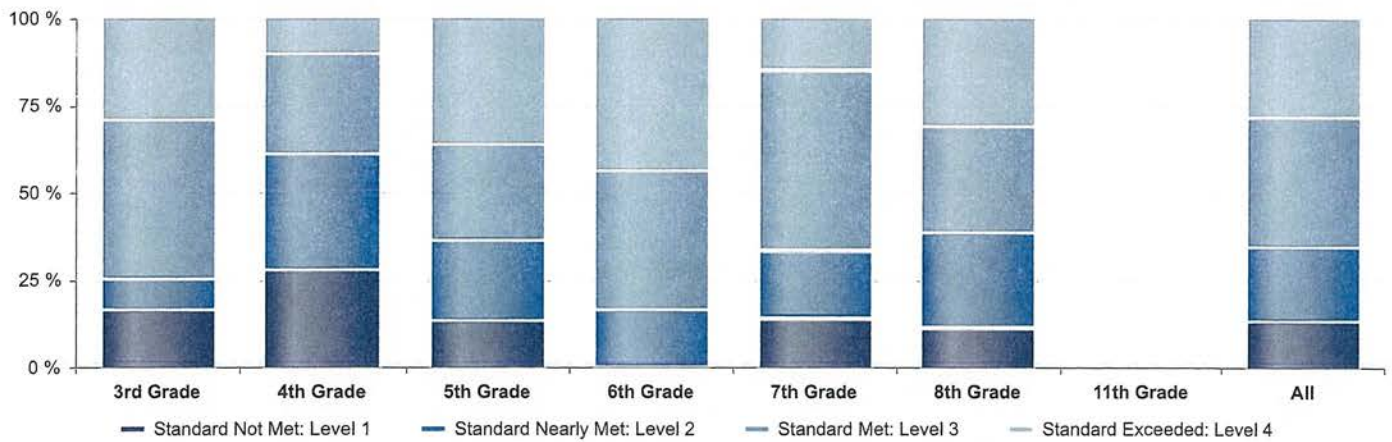
To learn more about the results displayed below, please visit [Understanding Smarter Balanced Assessment Results](#).

In order to protect student privacy, an asterisk (*) will be displayed instead of a number on test results where 10 or fewer students had tested.

Smarter Balanced Results (2017)

ENGLISH LANGUAGE ARTS/LITERACY

Achievement Level Distribution







[English Language Arts/Literacy Achievement Level Descriptors](#)

▼ All Students (accessible data)

Overall Achievement

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
# of Students Enrolled	26	25	22	26	21	27	N/A	147
# of Students Tested	24	21	22	25	21	26	N/A	139
# of Students With Scores	24	21	22	25	21	26	N/A	139


	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Mean Scale Score	2455.5	2454.4	2539.4	2590.0	2576.8	2606.7	N/A	N/A
 Standard Exceeded: Level 4	29.17 %	9.52 %	36.36 %	44.00 %	14.29 %	30.77 %	N/A	28.06 %
 Standard Met: Level 3	45.83 %	28.57 %	27.27 %	40.00 %	52.38 %	30.77 %	N/A	37.41 %
 Standard Nearly Met: Level 2	8.33 %	33.33 %	22.73 %	16.00 %	19.05 %	26.92 %	N/A	20.86 %
 Standard Not Met: Level 1	16.67 %	28.57 %	13.64 %	0.00 %	14.29 %	11.54 %	N/A	13.67 %

English Language Arts/Literacy Scale Score Ranges


Areas

Area Achievement Level Descriptors provide a more detailed look at students' performance on the overall assessment. The results in these key areas for each subject are reported using the following three indicators: below standard, near standard, and above standard. The sum of the achievement level percentages may not add to 100% due to rounding.


READING: How well do students understand stories and information that they read?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	20.83 %	14.29 %	54.55 %	32.00 %	14.29 %	30.77 %	N/A	28.06 %
	Near Standard	62.50 %	57.14 %	36.36 %	60.00 %	66.67 %	46.15 %	N/A	54.68 %
	Below Standard	16.67 %	28.57 %	9.09 %	8.00 %	19.05 %	23.08 %	N/A	17.27 %


WRITING: How well do students communicate in writing?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	25.00 %	19.05 %	31.82 %	60.00 %	42.86 %	52.00 %	N/A	39.13 %
	Near Standard	58.33 %	52.38 %	54.55 %	36.00 %	42.86 %	44.00 %	N/A	47.83 %
	Below Standard	16.67 %	28.57 %	13.64 %	4.00 %	14.29 %	4.00 %	N/A	13.04 %

LISTENING: How well do students understand spoken information?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	37.50 %	9.52 %	22.73 %	40.00 %	14.29 %	30.77 %	N/A	26.62 %
	Near Standard	45.83 %	76.19 %	77.27 %	60.00 %	80.95 %	65.38 %	N/A	66.91 %
	Below Standard	16.67 %	14.29 %	0.00 %	0.00 %	4.76 %	3.85 %	N/A	6.47 %

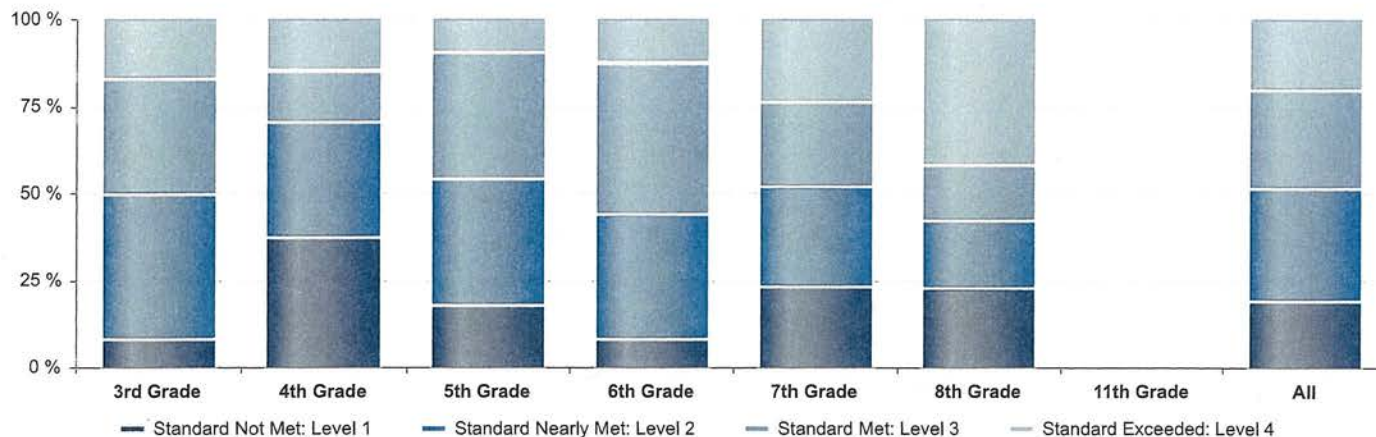
RESEARCH/INQUIRY: How well can students find and present information about a topic?

	Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
	Above Standard	41.67 %	19.05 %	45.45 %	52.00 %	28.57 %	38.46 %	N/A	38.13 %
	Near Standard	45.83 %	66.67 %	45.45 %	48.00 %	66.67 %	46.15 %	N/A	52.52 %
	Below Standard	12.50 %	14.29 %	9.09 %	0.00 %	4.76 %	15.38 %	N/A	9.35 %

English Language Arts/Literacy Area Achievement Level Descriptors

MATHEMATICS

Achievement Level Distribution



[Mathematics Achievement Level Descriptors](#)

▼ All Students (accessible data)

Overall Achievement

	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
# of Students Enrolled	26	25	22	26	21	27	N/A	147
# of Students Tested	24	21	22	25	21	26	N/A	139
# of Students With Scores	24	21	22	25	21	26	N/A	139
Mean Scale Score	2438.9	2444.2	2502.1	2553.4	2557.0	2612.6	N/A	N/A
Standard Exceeded: Level 4	16.67 %	14.29 %	9.09 %	12.00 %	23.81 %	42.31 %	N/A	20.14 %
Standard Met: Level 3	33.33 %	14.29 %	36.36 %	44.00 %	23.81 %	15.38 %	N/A	28.06 %
Standard Nearly Met: Level 2	41.67 %	33.33 %	36.36 %	36.00 %	28.57 %	19.23 %	N/A	32.37 %
Standard Not Met: Level 1	8.33 %	38.10 %	18.18 %	8.00 %	23.81 %	23.08 %	N/A	19.42 %

[Mathematics Scale Score Ranges](#)


Areas

Area Achievement Level Descriptors provide a more detailed look at students' performance on the overall assessment. The results in these key areas for each subject are reported using the following three indicators: below standard, near standard, and above standard. The sum of the achievement level percentages may not add to 100% due to rounding.


CONCEPTS & PROCEDURES: How well do students use mathematical rules and ideas?

Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	16.67 %	23.81 %	13.64 %	12.50 %	33.33 %	50.00 %	N/A	25.36 %
Near Standard	54.17 %	28.57 %	45.45 %	62.50 %	28.57 %	23.08 %	N/A	40.58 %
Below Standard	29.17 %	47.62 %	40.91 %	25.00 %	38.10 %	26.92 %	N/A	34.06 %

PROBLEM SOLVING AND MODELING & DATA ANALYSIS: How well can students show and apply their problem solving skills?

 Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	29.17 %	19.05 %	13.64 %	8.00 %	28.57 %	50.00 %	N/A	25.18 %
Near Standard	66.67 %	42.86 %	68.18 %	84.00 %	57.14 %	30.77 %	N/A	58.27 %
Below Standard	4.17 %	38.10 %	18.18 %	8.00 %	14.29 %	19.23 %	N/A	16.55 %

COMMUNICATING REASONING: How well can students think logically and express their thoughts in order to solve a problem?

 Area Performance Level	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	11th Grade	All
Above Standard	25.00 %	20.00 %	13.64 %	36.00 %	19.05 %	46.15 %	N/A	27.54 %
Near Standard	66.67 %	40.00 %	59.09 %	52.00 %	57.14 %	38.46 %	N/A	52.17 %
Below Standard	8.33 %	40.00 %	27.27 %	12.00 %	23.81 %	15.38 %	N/A	20.29 %

[Mathematics Area Achievement Level Descriptors](#)

JUL 24 2012

ARTICLES OF INCORPORATION
OF
THE HEIGHTS CHARTER

I.

The name of the Corporation shall be The Heights Charter.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote The Heights Charter.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Paul C. Minney
701 University Ave., Ste. 150
Sacramento, CA 95825

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.


The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Dated: _____

7/23/12



Kimberly Rodriguez, Incorporator



I hereby certify that the foregoing
transcript of 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JUL 25 2012

Date: _____

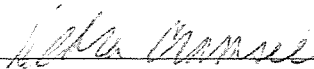
Debra Bowen

DEBRA BOWEN, Secretary of State

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of The Heights Charter School, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on 28th of August, 2012; and that these bylaws have not been amended or modified since that date.

Executed on 28th of August, 2012 at 2020 Running Mare Lane, Alpine, California.



Debra Cramsie, Secretary

AMENDMENTS TO BYLAWS:

Amendment made to Section VII to change expiration of term for Michelle Lenore from 6/30/2013 to 6/30/2014. This amendment to the Bylaws was approved at the 6/18/2013 regular board meeting.

April 16th, 2018

The Heights Charter
Diana Whyte
2710 Alpine Blvd. Suite E
Alpine, CA 91901

Re: Facility Search in Dehesa Elementary School District

Dear Diana:

This letter is in response to your 2018 updated request that I review available facilities located within the boundaries of *Dehesa Elementary School District* ("DESD") for use by The Heights Charter. 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 on April 16th, 2018, there are no improved properties listed online that meet the parameters of the search within DESD.

Background Information

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 2008 I have completed over 30 charter school leases throughout the State of California location requirements. When evaluating properties for Charter School Use, there a number of complicated and detailed variables that go into assessing locations and negotiating leases for charter school locations including: Zoning Regulations, Occupancy and Use Classifications (E Occupancy), Use Contingencies, ADA/Title 24 compliance items, Building Systems conditions (Restrooms, HVAC, Fire Sprinklers, Fire Rated Walls, Parking, Electrical, Data) and space layout requirements just to name a few.

Parameters of Real Estate Search

As directed by The Heights Charter, 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 10,000 and 20,000 square feet in total size, Retail, Shopping Center/Strip Center, Special Purpose Buildings and Office Parks are all reviewed and considered for possible locations. If there are properties for lease within that area, then each one will need to be individually assessed based on their size, location, access to public transportation, zoning and allowable uses, condition of the space and project, space layouts, co-tenants, presence of Fire Sprinklers, etc.

10,000 Square Feet to 20,000 Square Feet
Results: No Availabilities

The screenshot shows a real estate search interface. At the top, there are tabs for 'Search Criteria', 'Result List', and 'Result Detail'. The search is for properties 'For Lease'. The search criteria are set to '10,000' to '20,000' square feet, with 'Contiguous in Building' selected. The map shows a large area in the San Diego region with a 'No Results' message overlaying it. The right sidebar contains various filters for space use, type, and services.

Search Criteria: For Lease, 10,000 to 20,000 SF, Contiguous in Building

Space Use: Office, Industrial, Retail, Flex, Medical

Space Type: New, Relet, Sublet

Available Space: 10,000 to 20,000 SF, Contiguous in Building

Asking Rent: \$ to \$, SF/Mo, Total Monthly, Include Unbordered Rent

Services: Full Service Gross, Modified Gross, Triple Net, Elec & Clean

Days On Market: to, Months to Delivery: to

Type of Property: Office, Industrial, Retail, Flex, Multi-Family

Building Status: Existing, Under Construction, Proposed, Under Renovation

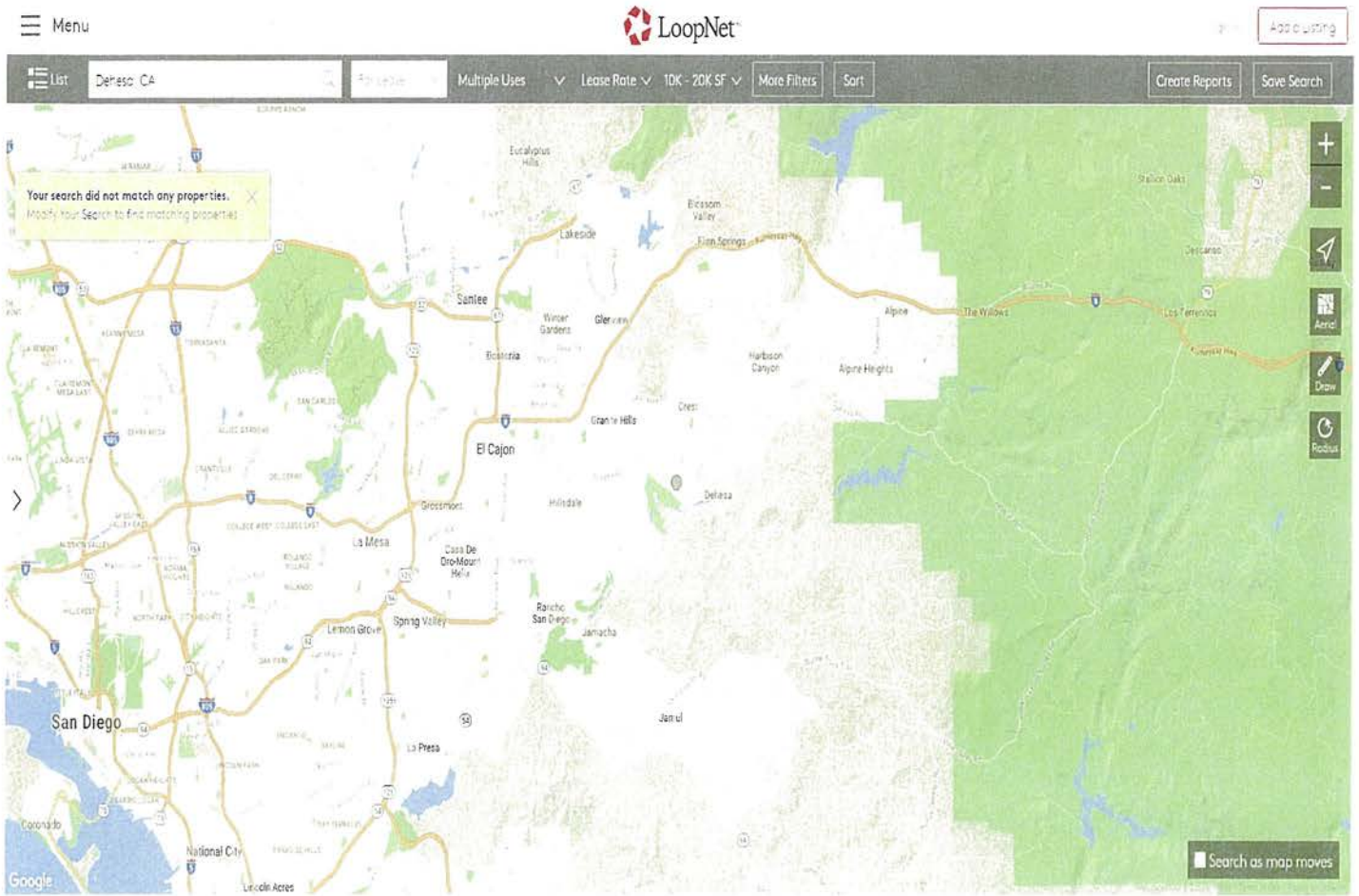
Property Size: to SF, Year Built: to

CoStar Rating: ★★★★★

No Results: The current criteria did not return any results. Try to broaden the criteria to get more results.

Search Parameters:
Dehesa Elementary School District
Loopnet: April 16th, 2018
Office, Retail, Special Purposes: For Lease

10,000 Square Feet to 20,000 Square Feet
Results: No Availabilities



If you should have any questions, please do not hesitate to contact me.

Sincerely,

Jason Smithson
Vice President
NAI San Diego

THE HEIGHTS CHARTER SCHOOL
Governing Board
2017-18

Name	Office	Phone	Term
Diana Whyte alpinewhytes@hotmail.com	President	619-729-0419	Two Year Term Expires August 2018
Michelle Lenore mjlenore@sbcglobal.net	Member	619-808-1616	Two Year Term Expires August 2019
Monica White monicalinwhite@yahoo.com	Treasurer	619-368-3925	Two Year Term Expires August 2018
Debra Cramsie dweiti@yahoo.com	Secretary	619-920-4874	Two Year Term Expires August 2018
Summer Herrin summerherrin@gmail.com	Member	619-616-8493	Two Year Term Expires August 2018
Kellie Peel buttercup1616@gmail.com	Member	619-659-9692	Two Year Term Expires August 2019
Kristi Scherbaum kscherbaum1@cox.net	Chairman	619-843-4461	One Year Term Expires August 2018

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Charter Petition for
University Prep

Meeting Date: June 13, 2018

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

Background:

Justin Schmitt, Director of Valiant Academy and California Academy of Sports Science is proposing an additional charter focusing on college preparation.

Report:

The petition was submitted on or about May 8, 2018. A public hearing on the petition was conducted on May 17, 2018.

Financial Impact:

Oversite fees will be collected based on average daily attendance.

Student Impact:

Allowing students the opportunity to attend a school that is academically challenging and promoting partnerships with colleges and universities is beneficial for students choosing a collegiate path.

Recommendation:

Administration recommends approval of the petition as detailed in the attached Staff Report and proposed Resolution.

Agenda Item #: VII.C.2

DEHESA SCHOOL DISTRICT
RESOLUTION REGARDING THE
UNIVERSITY PREP CHARTER SCHOOL PETITION

RESOLUTION NO. 2018-06-02

On a motion of member _____, seconded by member _____, the following Resolution is adopted:

WHEREAS, the approval of charter schools is governed by the Charter Schools Act of 1992, as subsequently amended, Education Code sections 47600 et seq.;

WHEREAS, the Dehesa School District (“District”), received the proposed renewal petition (“Petition”) for the **University Prep** charter school (“Charter School”) on or about May 8, 2018;

WHEREAS, consistent with Education Code section 47605 subdivision (b), at a meeting on May 17, 2018, a public hearing was held on the Petition, at which time the Board of Trustees of the Dehesa School District (“Board”) considered the level of support for the Petition and heard a presentation by University Prep;

WHEREAS, approval of charter petitions is governed by the standards and criteria set forth in Education Code section 47605;

WHEREAS, Education Code section 47605 subdivision (b) prohibits the Board from denying a charter petition unless it makes factual findings, specific to the particular charter school, setting forth facts to support one or more findings;

WHEREAS, the District’s Staff have prepared and submitted a Staff Report to the Board which contains detailed recommendations and findings of fact specific to the Petition, and attached hereto;

WHEREAS, the Board has received and reviewed:

- The Staff Report; and
- The Petition and its appendices, including articles of incorporation, bylaws, and the conflict of interest policy for the non-profit public benefit corporation that will operate University Prep; three-year budget projections; a course list; a school calendar; and independent study policies.

(Included as attachments to this Resolution.)

NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF TRUSTEES AS FOLLOWS: the Board of Trustees adopts the Staff’s findings of fact as contained in the Staff Report in their entirety as the factual findings of the Board of Trustees.

BE IT FURTHER RESOLVED, that based upon these findings of fact, the Board approves the University Prep Petition for a term of 5 years commencing on July 1, 2018, and ending on June 30, 2023.

IN WITNESS of the adoption of the foregoing Resolution, we, the members present and voting thereon, have hereunto set our hands this 13th day of June, 2018, County of San Diego, California.

Approval:

Dissenting:

Abstaining:

Absent:

I, Nancy Hauer, Superintendent for the Board of Trustees of the Dehesa School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly adopted by said Board at a regular meeting thereof, on the date and place and by the vote above stated, which Resolution is on file and of record in the office of said Board.

DATE:

Nancy Hauer

DEHESA SCHOOL DISTRICT

Board of Trustees

Karl Becker, 2018
Christina Becker, 2018
Mark Zacovic, 2020
Karen Kirkpatrick 2018
Cindy K. White, 2018

"Excellence in Education Since 1876"

4612 Dehesa Road
El Cajon, CA 92019

Superintendent

Nancy Hauer

Principal

Heather Griffiths

Business Manager

Anna Buxbaum

Telephone (619) 444-2161 Fax (619) 444-2161

To: Governing Board
Dehesa School District

From: Nancy Hauer
Superintendent

Date: June 6, 2018

Re.: Staff Report on University Prep Charter Petition

FACTUAL BACKGROUND and RECOMMENDATION:

The Dehesa School District received a charter petition for the University Prep charter school on or about May 8, 2018. A public hearing was held on May 17, 2018. Staff have reviewed the Petition with assistance of legal counsel for compliance with applicable legal requirements and to identify issues that the Governing Board may wish to consider when determining whether or not to approve the Petition. After a careful review of the Petition, staff recommends that the Board approve the University Prep charter school petition for a term of July 1, 2018 through June 30, 2023.

CONCLUSIONS:

1. Approving the Petition is consistent with sound educational practice.
2. The Petition does not present an unsound educational program.
3. The Petitioners are not demonstrably unlikely to successfully implement the program set forth in the Petition.
4. The Petition contains the number of signatures required by Educ. Code § 47605(a).
5. The Petition contains affirmations as required by Educ. Code § 47605(d).

6. The Petition contains reasonably comprehensive descriptions of 15 elements which are detailed in Educ. Code § 47605(b)(5).
7. The Petition contains a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school.

DISCUSSION:

**I. Approving the Petition “is consistent with sound educational practice.”
Educ. Code § 47605(a).**

“The governing board . . . shall grant a charter . . . if it is satisfied that granting the charter is consistent with sound educational practice.” Educ. Code § 47605(b). The Charter Schools Act (“CSA”) does not define the phrase “consistent with sound educational practice,” giving a governing board broad discretion when considering this element of Section 47605(b). However, the State Board of Education (“SBE”) has adopted regulations setting forth specific criteria for its review and approval of charter school petitions. While not directly applicable to reviews by a school district, these regulations are a helpful guide because they identify which factors the SBE considers when reviewing a charter petition. *See* 5 Cal. Code Regs. § 11967.5.1.

The SBE regulations state that approval of a charter petition is consistent with sound educational practice if the proposed educational program is likely to be of educational benefit to the pupils who would attend the charter school. *See* 5 Cal. Code Regs. § 11967.5.1(a).

Having considered the Petition’s proposed curriculum and the Petitioner’s experience operating other successful charter schools, including Valiant Prep, we find that the Petition’s proposed educational program is likely to be of educational benefit to the pupils who would attend the charter school, and therefore approval of the Petition is “consistent with sound educational practice.”

II. The Petition Does Not Support Any of the Six Legally Permissible Grounds to Deny a Charter School Petition.

A governing board may only deny a charter petition if the board makes one or more of six specific factual findings detailed in Section 47605(b). The California Supreme Court considered the permissible grounds upon which an initial charter petition could be denied and held that “section 47605(b) makes clear that the grounds for denying a charter school petition enumerated in that subdivision [47605(b)] are exclusive.” *United Teachers of Los Angeles v. Los Angeles Unified School District*, (2012) 54 Cal.4th 504, 524.

The six acceptable grounds to deny a petition are:

1. The charter school presents an unsound educational program.
2. The petitioners are “demonstrably unlikely” to successfully implement the program.

3. The petition does not contain the number of signatures required by Educ. Code § 47605(a).
4. The petition does not contain specific affirmations.
5. The petition does not contain “reasonably comprehensive” descriptions of 15 statutorily required elements.
6. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school.

Educ. Code §§ 47605(b)(1) – (6).

(1) The Petition does not present an unsound educational program.

Whether or not the Petition presents an unsound educational program is very subjective because, again, the CSA does not define what makes an educational program “unsound.”

The SBE’s regulations find that a proposed educational program is “unsound” if (1) the program presents a likelihood of physical, educational, or psychological harm or (2) the program is unlikely to be of educational benefit to the pupils who attend the charter school.

We have considered the Petition’s educational program. The program is similar to educational programs used by other successful charter schools, and as previously mentioned the Petitioners have demonstrated an ability to successfully implement this type of educational program and deliver positive results through other charter schools. For these reasons, we find that the proposed independent study program does not present a likelihood of physical, educational, or psychological harm. We also find that the educational program is likely to be of educational benefit to the pupils who are expected to attend the charter school.

Therefore, we find that the Petition does not present an unsound educational program and grounds do not exist to deny the Petition on that basis.

(2) The Petitioners are not demonstrably unlikely to successfully implement the program set forth in the Petition.

Whether or not the Petitioners are “demonstrably unlikely to successfully implement the program set forth in the Petition” is also very subjective. The most common findings of fact to support this ground for denial focus on (1) a past history of involvement with unsuccessful charter schools, such as schools that had their petitions revoked or had to close due to financial problems, (2) the belief that the Petitioners are unfamiliar with the contents of the Petition and the legal requirements applicable to charter schools, or (3) unrealistic financial and operational plans.

We have considered the Petitioners involvement with another successful charter school authorized by the District, Valiant Prep. Through Valiant Prep, the Petitioners have demonstrated an ability to successfully implement an independent study program while maintaining a balanced budget. We have also reviewed this Petition's proposed financial and operational plan, and find that it is realistic and reasonable. For these reasons, we find that the Petitioners are likely to successfully implement the program set forth in the Petition.

Therefore, we find that the Petitioners are not demonstrably unlikely to successfully implement the program set forth in the Petition and grounds do not exist to deny the Petition on that basis.

(3) The Petition contains the number of signatures required by Educ. Code § 47605(a).

A charter petition must be accompanied by signatures of either (1) parents or legal guardians of pupils equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the charter school for its first year of operation or (2) a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the charter school during its first year of operation. (Educ. Code § 47605(a)(1).)

University Prep included signatures of eight teachers with the Petition who, by signing, indicated that they were meaningfully interested in teaching at University Prep and were familiar with the Petition's contents. Based on the proposed budget and consultation with the Petitioners, we find that this is equivalent to at least one-half of the number of teachers anticipated to be employed in the first year of operation.

Therefore, we find that the Petition contains the number of signatures required by the Education Code and grounds do not exist to deny the Petition on that basis.

(4) The Petition contains affirmations as required by Educ. Code § 47605(d).

A charter petition is required to affirm certain conduct, like non-discrimination and not charging pupils any tuition. Educ. Code § 47605(b)(4), (d).

We find that the Petition contains the affirmations required by the Education Code. Therefore, the Petition does not fail to contain required affirmations and grounds do not exist to deny the Petition on that basis.

(5) The Petition contains reasonably comprehensive descriptions of the 15 elements detailed in Educ. Code § 47605(b)(5).

A charter petition should contain "reasonably comprehensive" descriptions of 15 different elements:

1. Educational program;
2. Pupil outcomes;
3. Measuring those pupil outcomes;
4. Governance structure;

5. Employee qualifications;
6. Health and safety procedures;
7. Means of achieving racial and ethnic balance;
8. Admission requirements, if any;
9. How financial audits will be conducted, and how any exceptions and deficiencies shall be resolved;
10. Suspension and expulsion procedures;
11. Staff coverage under STRS or PERS;
12. Attendance alternatives for pupils who do not want to attend the charter school;
13. Rights of District employees who leave to work for the charter school;
14. Dispute resolution; and
15. School closure procedures.

The CSA does not define what it means for a description to be “reasonably comprehensive.” The SBE’s regulations, while not binding on the Board, provide guidance and provide that a “reasonably comprehensive” description includes information that (1) is substantive, (2) addresses essentially all aspects of the element of the petition, (3) is specific to the proposed charter petition, and (4) describes, as applicable, how the charter school will further the intent of the CSA to improve pupil learning, increase opportunities for parents, guardians, and pupils, hold itself accountable, and provide vigorous competition with other public school options. (5 CCR § 11967.5.1(g).) Having considered the Petition as a whole and the SBE’s guidance, we find that the Petition contains reasonably comprehensive descriptions of all 15 elements. Therefore, the Petition does not fail to contain reasonably comprehensive descriptions of the 15 elements identified in Education Code § 47605(b)(5) and grounds do not exist to deny the Petition on that basis.

(6) The Petition does contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school.

A charter petition may be denied if it fails to declare whether or not the charter school will be deemed the exclusive public employer of the charter school’s employees. Educ. Code § 47605(b)(6).

The Petition declares that the charter school shall be deemed the exclusive public employer of the employees of University Prep. Therefore, the Petition does not fail to contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school and grounds do not exist to deny the Petition on that basis.

III. Conclusion

Many of the legally permissible grounds to deny a charter petition are inherently subjective because the CSA does not define terms like “sound educational practice,” “unsound educational program,” or “reasonably comprehensive.” However, we have reviewed the Petition for compliance with the more objective elements of Education Code Section 47605(b) and offered our opinion on subjective determinations that could legally support denial.

We believe that the Petition does not present grounds upon which to deny the Petition

under one of the six lawful reasons to deny an initial petition contained in Education Code Section 47605(b). On that basis, we recommend that the Board approve the Petition and adopt the findings contained in this Staff Report as the findings of the Board.

University Prep

Presented To

**Superintendent
Dehesa School District
4612 Dehesa Rd.
El Cajon, CA 92019**

May 8th, 2018

Initial Term: July 1, 2018 through June 30, 2023

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AFFIRMATIONS/ASSURANCES

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

- The Charter School shall meet all statewide standards and conduct the student assessment tests 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. Education Code Section 47605(c)(1)]
- University Prep shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School 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)]
- The Charter School shall admit all pupils who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code 3, Section 47605(d)(2)(A)-(C)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, the Individuals with Disabilities in Education

Improvement Act of 2004 (“IDEIA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and Title II of the Americans with Disabilities Act of 1990 (“ADA”).

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)]
- The Charter School shall, at all times, maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or a report card, and health information. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act.
- The Charter School shall comply with the Public Records Act.

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

Justin Schmitt

INTRODUCTION

In 1992, the California State Legislature passed the Charter Schools Act, creating the vehicle for parents and educators to collaborate on innovative educational opportunities for children throughout the state of California. Pursuant to Education Code Section 47601, charter schools were created as a method to accomplish all of the following:

- Improve pupil learning
- Increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for pupils who are identified as academically low-achieving.
- Encourage the use of different and innovative teaching methods.
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system
- Hold the schools accountable for meeting measurable pupil outcomes and provide the schools with a method to change from rule-based to performance-based accountability systems.
- Provided vigorous competition within the public school system to stimulate continual improvements in all public schools.

University Prep fully embraces the legislative intent of the Charter Schools Act and its mandate. The Charter School will provide students with a rigorous, college-preparatory education: one that couples the flexibility and individualized learning experience afforded by online instruction with a daily live class session designed to allow the students real-time interaction with their teacher and peer group and enable students to make connections in a larger context.

The Charter School will deliver excellence in education by:

- Hiring quality teachers for online instruction and providing them with extensive pre- and in-service professional development to ensure best practices are consistently applied across all subjects, grades and media.
- Committing to ensure that student to teacher ratios are in compliance with statute and low enough to ensure that students receive a high level of individualized support. To that end, the charter school intends to hire 10 teachers to support the 250 students who are projected to enroll during the course of the its first year of operation.
- Utilizing an online model which has been built specifically to the online medium and, unlike many other online options, incorporates a variety of instructional methods to best suit the needs of individual learners including but not limited to, audio, animation, manipulatives and other activities designed to keep students more interested and engaged.
- Providing individualized learning opportunities for a wide range of students by tailoring programs to individuals' capabilities and needs – and offering an extensive selection of courses, including Advanced Placement Courses, for the high-school grades.

- Producing quality measurable outcomes in areas including, but not limited to: academic progress; student enrollment, attendance and retention; teacher professional development; and parent satisfaction.
- Operate as a K-12 charter school to serve students in San Diego County and adjacent counties.
- Complying with all State Education and University Prep will apply for AdvancED accreditation when eligible to apply.

FOUNDING GROUP

The California State Board of Education, in its Model Application for Charter Schools, has stated that the founding group of a charter school should be able to present evidence that it and its members have the necessary background in the following areas:

- Curriculum, instruction and assessment;
- Finance, facilities and business management; and
- Organization, governance and administration.

The Founding Board is established as the initial entity to guide the application through the various stages of review and finally acceptance by the authorizer. The Governing Board of the Charter School, upon Charter approval, will transition to being the Charter School Board. The members below will be augmented by the addition of one (1) Board Member representing the interests of Dehesa School District, as required in statute. The following founding board members provide the background and necessary expertise in the above areas to ensure the success of the school application and initial implementation:

Raymond Uzeta

Mr. Uzeta was born and raised in San Francisco and comes from a family of eight children. He attained a Bachelor's Degree in Social Work from the University of California Berkeley and a Master's Degree in Rehabilitation Administration from the University of San Francisco. He moved to San Diego in 1979.

Mr. Uzeta became involved in non-profit organizations in 1974 and has worked for five nonprofit organizations throughout California in various management positions. Since July of 1991, he has been the President/CEO of the Chicano Federation of San Diego County, which has been serving the community since 1969. Current services include child development, child nutrition, Head Start, housing development, and HIV research. When he started his position, the organization had a budget of \$550,000 and 18 employees. Today the Chicano Federation budget is over \$14 million; there are 60 full-time employees; and the Federation owns and manages 300 units of affordable housing, with a portfolio valued in excess of \$15 million.

In addition to his responsibilities at the Federation, Mr. Uzeta currently serves on the following non-profit boards: Nonprofit Management Solutions, Health Way of California, and the Vista Hill Foundation.

Robert Sikma

Mr. Sikma is the Director of Operations for field grounds at the University of Southern California. With his love of education comes also his love of sports, and he greatly enjoys his role at USC. He has been married for 20 years and has two children. He currently lives in Bellflower, California. Robert attend Loyola Law School, Los Angeles Occidental College, Los Angeles and received his Bachelor of Arts in Diplomacy and World Affairs, Cerritos College, Norwalk, CA.

Klarc Korver

Mr. Korver is a community pastor in Paramount, California at Emmanuel Reformed Church. He received a Master of Divinity from Azusa Pacific Seminary in Azusa, CA and a B.A. in History Education from Northwestern College in Orange City, IA. He has been married for 8 years and has two beautiful children. Klarc comes from a very athletic family. He played basketball at the college level and he has several other members of his family who are professional athletes.

Eric Johnson

Mr. Johnson is an attorney specializing in charter school law, governance facilities and finance development for charter schools. He also works in the charter school finance field, working with schools on bond financing and other operational matters.

Robert Williams, C.P.A.

Robert is a member of the Society of Certified Public Accountants, is registered with the State of California Department of Consumer Affairs Board of Accountants, and is licensed to practice in the state of California. Robert has been a CPA in the practice of public accounting since May 1989. Mr. William's firm, Williams Accountancy Corporation, specializes in accounting and auditing of nonprofit corporations. During this time the aggregate funding base of his clients from federal, state, county, city, local, charitable organizations and other educational and/or charitable foundations has been in excess of \$1 billion. During the past ten years Mr. Williams has been the managing partner or has personally audited well over a hundred 501(c)3 organizations.

Although none of the founding board members have specific expertise in the area of curriculum, instruction, and assessment, the board recognizes the need for and will hire administrative staff that are credentialed and possess experience and expertise in the areas of curriculum, instruction, and assessment. Additionally, the charter school will contract with vendors, such as, but not limited to, Pearson Online and Blended Learning to provide support in this area.

ELEMENT 1: EDUCATIONAL PHILOSOPHY AND PROGRAM

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

A description, for the charter school, of annual goals, 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).

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

Mission Statement

The Mission of University Prep is to provide K-12 students a rigorous online academic program designed to utilize the best aspects of both synchronous and asynchronous instruction, featuring world-class content and college preparatory skill building. Through compelling inquiry-based learning, University Prep will instill in students intellectual curiosity and a sense of their unique purpose and strengths.

Unlike many of today’s online learning options, the University Prep model is built specifically to the online medium and incorporates audio, animation and images to keep students more interested and engaged. It is designed to capitalize on the best opportunities that the online venue has to offer for both synchronous and asynchronous learning. It is capable of supporting the academic needs of a wide range of students, and it provides excellent support for English Learners by combining words and images, as well as audio and visual content.

Overall, University Prep envisions a learning experience that combines the best of online learning with its capacity for individualized self-paced instruction, featuring an innovative, interactive curriculum.

Educational Philosophy

Who the School is attempting to educate:

The Charter School will serve approximately 250 students in grades K-12 during the first year, with an anticipated growth to 600 students by year five. Our educational program is based on the instructional needs of our target student profile.

Our target student profile is not limited to any particular demographic. Instead, the Charter School is designed and organized to serve students and families who have chosen an online classroom setting for any of the following reasons, or other reasons relevant to the individual:

- Individuals who are self-directed and choose a wider range of academic options.
- Students of all ability levels seeking additional academic and learning opportunities.

- Family relationships, personal beliefs and values, and families who prefer to home school.
- Scheduling (i.e. sports, drama, extracurricular activities).
- High-risk/at-risk for successfully achieving high school graduation or equivalency.
- Health reasons prohibit them from attending normal classroom programs
- Students who wish to excel in the area of sports and related sport oriented businesses

In education, one size does not fit all, and the Charter School is dedicated to providing students and families with an online learning environment that can meet individual students' unique needs. The goal of the Charter School is to create a school that enables all of its students to becoming self-motivated, competent, lifelong learners. University Prep provides a rich, rigor-filled, technology-focused, tuition-free public education, with accelerated pacing towards completion of a high school diploma with online curriculum content and classes– all day, every day, 24-7

Online education in particular is growing in importance. Usage of computers has become commonplace in all lines of work. Weak economic conditions and growing opportunities for telecommuting find more parents at home. Shortages of teachers, particularly in key subjects such as science and math, limit classroom-based learning opportunities.

The report “Changing Course: Ten Years of Tracking Online Education in the United States”¹ provides the following overview of national trends:

The 2012 Survey of Online Learning conducted by the Babson Survey Research Group reveals the number of students taking at least one online course has not surpassed 6.7 million. Higher education adoption of Massive Open Online Courses remains low, with most institutions still on the sidelines.

“The rate of growth in online enrollments remains extremely robust, even as overall higher education enrollments have shown a decline,” said study co-author Jeff Seaman, Co-Director of the Babson Survey Research Group. “Institutional opinions on MOOCs are mixed,” added coauthor I. Elaine Allen. “Some praise them for their ability to learn about online pedagogy and attract new students, but concerns remain about whether they are a sustainable method for offering courses.”

Todd Hitchcock, Senior Vice President of Online Solutions, Pearson Learning Solutions, stated, “Learning is no longer limited to four walls – learning can happen anywhere – and it already is happening everywhere, everyday. The growth of online learning underscores this need for quality, flexible education programs that meet the demands of our 21st-century workforce.”

Frank Mayadas, Senior Advisor to the Alfred P. Sloan Foundation and founding President of the Sloan Consortium noted, “As in past years, the survey demonstrates the continuing robust growth in a wide range of institutions. It underscores the importance of online learning in higher education in the U.S. What a remarkable ten year period the survey has captured.”

¹ Allen, I.E. and Seaman, J. (2013). **Changing Course: Ten Years of Tracking Online Education in the United States**. Available: <http://www.onlinelearningsurvey.com/reports/changingcourse.pdf>

Key report findings include:

- Over 6.7 million students were taking at least one online course during the fall 2011 term, an increase of 570,000 students over the previous year.
- Thirty-two percent of higher education students now take at least one course online.
- Only 2.6 percent of higher education institutions currently have a MOOC (Massive Open Online Course), another 9.4 percent report MOOCs are in the planning stages.
- Academic leaders remain unconvinced that MOOCs represent a sustainable method for offering online courses, but do believe they provide an important means for institutions to learn about online pedagogy.
- Seventy-seven percent of academic leaders rate the learning outcomes in online education as the same or superior to those in face-to-face classes.
- The proportion of chief academic officers who believe their faculty accepts the value and legitimacy of online education has not increased – it now stands at only 30.2 percent.
- The proportion of chief academic leaders who say online learning is critical to their long term strategy is at a new high of 69.1 percent.
- The perception of a majority of chief academic officers at all types of institutions is lower retention rates for online courses remain a barrier to the growth of online instruction.

As a public online charter school, the University Prep is open to students from Dehesa School District, San Diego County, and adjacent counties.

How Learning Best Occurs

Learning best occurs when the teachers are well-prepared, best practices are employed, the students are engaged, and the lessons suit individual needs.

The Charter School's educational approach features an innovative curriculum, a high degree of connectivity and personalized attention, intensive teacher training and inquiry-based student-centered learning. Its program focuses on practical application of knowledge and strong parent and community involvement with the Charter School. Through effective use of technology, it enables teachers to custom-tailor academic programs to students' unique skills and interests – all aimed at optimizing our students' learning experience. University Prep enables a personalized learning experience, tailor-made for each student.

Our students are given continuous opportunities to succeed through the cultivation of multiple intelligences and talents. The supportive environment, along with daily exposure to content-rich programs derived from research-based teaching methods that engage children at all levels, means our students will develop a life-long enthusiasm for learning.

Personalized instruction and continuous assessment are cornerstones of the University Prep model. The Charter School staff will be trained in techniques of differentiated instruction, enabling them to identify students' learning styles and to create learning activities compatible with the students' needs. At the same time, the Charter School will use varied assessments to enable students to demonstrate their understanding of concepts and skills. These assessments will also be used to develop further lessons that address individual student needs.

University Prep Professional Development Program design is based on needs as measured by surveys, interviews and observation; and the experience of the University Prep trained professional-development personnel, who remain up-to-date on new as well as tried-and-true teaching methods and strategies. At University Prep, more than a month of training will take place before the school year begins, and ongoing training will continue throughout the school year, based on detailed assessments of staff needs.

University Prep is continuously updating teaching strategies through instructional reflections and by maintaining a finger on the pulse of new research. This includes a specific focus on developing best practices in teaching in an online environment. These teaching strategies insure that students are given every opportunity to succeed and that the Professional Development program remains fresh and useful. The School provides a 1:1 groundbreaking tutorial that supports students with mentoring, and highly qualified teachers, coaches and mentors vested in your student's personal success.

University Prep opens portals of opportunity. Our "pillars," the tenets of our model, create openings that give each school its unique personality and customized attributes – its portals.

Each pillar of the University Prep educational approach stems from proven research and our team's years of experience in effective instructional and administrative practices. Some of the underlying research that supports our approach includes the following:

Teaching to Multiple Intelligences: University Prep recognizes different domains of ability, or "intelligences," as described by Dr. Howard Gardner.² Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. Our program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

Reciprocal Teaching: Using reciprocal instruction, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. The University Prep model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy.

Differentiated Instruction: Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. University Prep teachers are taught effective strategies for successfully tailoring all of these areas to individual student needs, ensuring that different learners are all given the best opportunity to succeed.

² Gardner, H. *The unschooled mind: how children think and how schools should teach* (1991); Gardner, H., & Hatch, T., *Multiple intelligences go to school: Educational implications of the theory of multiple intelligences* (1989) at 18(8), 4-9.

There is much evidence showing that students are more successful academically if they are taught in ways that match their readiness levels (e.g., Vygotsky, 1986), interests (e.g., Csikszentmihalyi, 1997) and learning profiles (e.g., Sternberg, Torff, & Grigorenko, 1998). Also, differentiating instruction is a key part of effective professional development. Expert teachers pay attention to their students' varied learning needs (Danielson, 1996); “to differentiate instruction, then, is to become a more competent, creative, and professional educator.”³

What it Means to be an Educated Person in the 21st Century:

An educated person in the 21st century will be the product of the educational philosophy of “deep and broad” student-centered instruction. He/she has a mastery of basic skills and knowledge built on a rich range of content – knowledge that provides the foundation necessary to thrive in an increasingly interconnected world.

The educated person will be versed in the use of technology as a tool for communications, research, computations, analysis and a range of other purposes. He/she will have an understanding of National history and culture as well as a sense of the workings of the world and of his or her place in local, national and global communities.

The educated person will have been exposed to co-curricular areas such as music and art. He/she will have benefited from an educational experience designed to engender a strong sense of self and foster a love of learning.

The educated person will emerge from high school poised and prepared for success in the finest colleges and universities and beyond.

Curriculum

The Charter School’s curriculum will comply with Common Core State Standards and will be designed to meet the accreditation standards of AdvancED as well.

This curriculum will be college-preparatory in nature, and designed to bring out the best in each student it serves. In every case, it has the flexibility to be tailored through individualized assessment and instruction.

University Prep will utilize the best available online curriculum, including but not limited to, Pearson’s award-winning online curriculum. Pearson has consolidated its portfolio of online curriculum into a catalog of what they consider to be their best of the best online courses, and this is the curriculum that has been incorporated into their Connexus Learning Management System. University Prep will enter into an agreement with Pearson to purchase Connexus licenses for its students and staff.

The University Prep provides advanced learner options through its Honors and AP programs, dual enrollment with community colleges and participating Universities, and the NCAA.

³ All references from Tomlinson, C. (2001). Differentiation of Instruction in the Elementary Grades. ERIC Digests.

Grades K-8: Courses in the primary grades will focus on laying a solid educational foundation for our students. By being both rigorous and engaging, they will capture students' attention, foster a love of learning, and lay the groundwork for student success in high school and beyond. To accomplish this University Prep will utilize the best available online curriculum, including but not limited to, Pearson's award winning online curriculum in order to best meet the needs of its students.

- English Language Arts: the ELA program at University Prep incorporates all five important building blocks of ELA development:
 - Phonemic Awareness
 - Phonics
 - Fluency
 - Vocabulary
 - Comprehension

It helps students to develop listening and speaking skills as well as reading and writing skills. It is designed to work effectively with students from the first steps of learning to read and write through learning to use reading and writing as tools for learning.

- Mathematics: our math curriculum builds essential skills while incorporating interesting challenges and puzzles. It is designed to continually build upon, reinforce and strengthen prior knowledge. The curriculum provides ample opportunity for students to apply ideas, tools and manipulatives in a real-world context.
- Science: Through our science programs, students explore topics through text and simple experiments; learn about grade level appropriate topics such as living and nonliving things, force and motion, light and sound, the solar system and the universe, electricity and matter, and scientific purpose; follow a lesson format in which they learn how to gather, organize, and interpret data and scientific information pertaining to concepts in the areas of physics, chemistry, biology, and earth science.
- EL: The EL curriculum uses a multimedia approach, including songs and animation, to help students gain fluency in English while at the same time advancing their math and ELA skills. Our online EL program supports a variety of different first languages.
- Foreign Language: Students will begin foreign language studies at the University Prep starting in kindergarten. Spanish and French will be offered using an engaging format designed for teaching students to speak, listen, and read in these languages.
- Social Studies: Student will engage in a Social Studies curriculum that is engaging and multimedia rich. Students will have the opportunity to learn course content through a variety of styles and they will be able to demonstrate their learning in multiples ways.

Grades 9-12: In grades 9-12, our curriculum builds upon the foundation established in the early years. Courses will be provided to meet the core requirements for California. A variety of Advanced Placement courses will also be made available to University Prep's students.

University Prep will utilize the best available online curriculum, including, but not limited to, Pearson's award winning online curriculum in order to best meet the needs of its students.

Subjects will include:

- English
- Mathematics
- Science
- History
- Social Studies
- Foreign Language (Spanish & French)
- Sponsored strength and conditioning, health and nutrition
- Personalized academic teacher and mentor support, graduation planning
- NCAA eligibility check ins

Our EL program for high school, as in the primary grades, is highly interactive, multimedia and reinforces other learning in mathematics and ELA as it builds English language fluency.

It is essential for college-bound students and student athletes that the courses that they take in high school are accredited, A-G approved and NCAA approved. Upon approval of its charter, University Prep will immediately begin the process of seeking accreditation and NCAA approval and upon being awarded accreditation, University Prep will begin the process of submitting its courses for A-G approval. In the majority of content areas A-G approval can be granted for courses that are 100% virtual. However, there are some courses, including lab based sciences, that require an in person component. To meet this requirement, University Prep will leverage its partnerships throughout the region to provide opportunities for students to attend in person lab sessions. This will include the opportunity to utilize the science lab located at Dehesa Elementary School.

Instructional Materials

At University Prep, we will make the most of our online medium – our goal is that our students will actually do the vast majority of their learning online. This will be facilitated by a rigorous, content-rich curriculum combined with synchronous and asynchronous teacher communication and feedback.

All content for the core areas of math, science, English/Language Arts and Social Studies will be presented through a combination of vendor-created and teacher-created materials.

The Charter School's online learning will be available via password-permitted online access. This will require that students have use of a computer with high-speed Internet access. The Charter School will develop a policy that will allow for the loan of laptops and subsidized high-speed Internet access to all students who demonstrate need, regardless of a student's free and reduced lunch status, for the time that they are enrolled. This policy will be shared with the District upon completion and approved by the District before it is implemented.

In addition to a computer, students will need a headset for synchronous learning and for listening to lessons. Teachers will need stylus software to write on the virtual whiteboard and depending

upon the curriculum selected, students may as well. These items will be provided to students as needed.

Why University Prep?

- University Prep provides dual enrollment options, in both virtual, and blended formats, providing access to some of the premier universities & colleges in the United States.
- University Prep enables a personalized learning experience, tailor-made for each student. This experience is enriched with a diverse range of clubs, student organizations and extra-curricular activities provided by the host University/College.
- University Prep ensures freedom and flexibility in online learning, live and self-directed instruction, paired with a rich level of mentor, counselor and teacher support, underpinned by the tutorial system.
- University Prep’s tutorial system provides a 1:1 groundbreaking student tutorial in both a virtual and live/onsite format ensuring students have a bespoke program tailor made to their learning needs and goals
- University Prep values parents’ central role as learning coaches, working with teachers to sustain student achievement.
- Students take College/University-level classes which count for both high school and College/University credit. Once four classes have been successfully passed, students are automatically admitted to the College/University.
- Themed field trips and seminars to events that include Apple, Google, TED, JPL, Griffith Observatory, NASA space camp, and participate in field trips and enrichment activities,
- Summer internships at affiliated corporate partners provide pathways and valuable work experience for students.

Annual Goals in the State Priorities

CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES	
State Priority #1. The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
ANNUAL GOALS TO ACHIEVE PRIORITY #1	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • University Prep will hire and maintain a highly-qualified faculty. • University Prep will obtain the most up-to-date standards aligned instructional materials that will prepare students for college and career. 	<ul style="list-style-type: none"> • All candidates will undergo a rigorous hiring process, which includes paper screening, interviews, performance tasks, curricular and teaching materials review, teaching demonstration, and reference checks. • Faculty will have 40+ days of targeted professional development, based on Individualized Professional Development Plan (IPDP) and the needs of students based on data. • School leaders and faculty will research and obtain the most up-to-date standards-aligned materials and participate in a yearly updating

	<ul style="list-style-type: none"> process. ● Annual community survey. ● Faculty participates in shared decision making process.
State Priority #2. Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
ANNUAL GOALS TO ACHIEVE PRIORITY #2	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> ● All University Prep of curriculum will be aligned to CCSS. ● All University Prep curriculums will be designed to support ELs and other struggling subgroups. 	<ul style="list-style-type: none"> ● Curriculum maps for each course written prior to school opening and revisited yearly. ● All curriculum maps will have goals and strategies to support ELs. ● 40+ days of professional development, which includes dedicated days for implementing Common Core, and supporting ELs and other struggling students.
State Priority #3. Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation	
ANNUAL GOALS TO ACHIEVE PRIORITY #3	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> ● Parents view themselves as a key component of the schools' and student success. ● Parents demonstrate high satisfaction with the school's program. 	<ul style="list-style-type: none"> ● Published list of differentiated opportunities for parental involvement. ● Regular, designated times for parents to give feedback to school leadership (meetings, coffee hours, etc.). ● Annual community survey.
State Priority #4. Pupil achievement, as measured by all of the following, as applicable:	
<ul style="list-style-type: none"> A. Statewide assessments (CAASPP, or any subsequent assessment as certified by SBE) B. The Academic Performance Index (API) C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education D. Percentage of ELs who make progress toward English language proficiency as measured by the ELPAC E. EL reclassification rate F. Percentage of pupils who have passed an AP exam with a score of 3 or higher G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 <i>et seq.</i>) or any subsequent assessment of college preparedness 	
ANNUAL GOALS TO ACHIEVE PRIORITY #4	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> ● All students will become proficient in English, math, science and social science. ● Students perform well on all external tests. ● Students show growth on benchmark assessments. ● All students show growth on external measures. 	<ul style="list-style-type: none"> ● Standards based and aligned curriculum. ● Regular benchmark assessments (minimum 3x per year) aligned to standards ● Extensive student support structures (remediation courses, office hours, tutoring, differentiated instruction) ● Rigorous graduation requirements (beyond UC

	<p>A-G)</p> <ul style="list-style-type: none"> ● Curriculum maps designed to support ELs and struggling students ● Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups.
<p>State Priority #5. Pupil engagement, as measured by all of the following, as applicable:</p> <p>A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates</p>	
<p>ANNUAL GOALS TO ACHIEVE PRIORITY #5</p>	<p>ACTIONS TO ACHIEVE ANNUAL GOALS</p>
<ul style="list-style-type: none"> ● Students attend school regularly, consistently and on time. 	<ul style="list-style-type: none"> ● Advisory System and course to support students. ● Social-Emotional learning in all courses. ● Personalized Student Achievement Plans (PSAPs) ● Extensive support structures, including early intervention plans. ● Extensive community building via orientation and weekly Advisement meetings.
<p>State Priority #6. School climate, as measured by all of the following, as applicable:</p> <p>A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</p>	
<p>ANNUAL GOALS TO ACHIEVE PRIORITY #6</p>	<p>ACTIONS TO ACHIEVE ANNUAL GOALS</p>
<p>Goal 1: Pupil suspension rates will be less than 3% annually. Goal 2: Pupil expulsion rates will be less than 1% annually. Goal 3: University Prep will annually survey students, parents, and teachers about online school safety and connectedness.</p>	<ul style="list-style-type: none"> ● Extensive community building via orientation and weekly Advisement meetings as well as other school events. ● Social-Emotional Learning in all courses. ● Personalized Student Achievement Plans (PSAPs). ● Analysis of and action plans from community surveys.
<p>State Priority #7. The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</p> <p>“Broad course of study” includes the following, as applicable: Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health,</p>	

physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

ANNUAL GOALS TO ACHIEVE PRIORITY #7	ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> ● 100% of students are enrolled in a broad course of study, including graduation requirements that exceed UC A-G. 	<ul style="list-style-type: none"> ● Rigorous graduation requirements that exceed A-G. ● Extensive Support Systems (advisory, tutoring, office hours, remedial courses, etc.). ● Comprehensive college admission process and program.

State Priority #8. Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

ANNUAL GOALS TO ACHIEVE PRIORITY #8	ACTIONS TO ACHIEVE ANNUAL GOALS
<p>Goal 1: All students will become proficient readers and writers of the English Language.</p> <p>Goal 2: All students will become proficient in mathematical skills and content.</p> <p>Goal 3: All students will become proficient in science concepts and scientific thinking.</p> <p>Goal 4: All students will become proficient in social science practice and content.</p>	<ul style="list-style-type: none"> ● Standards based and aligned curriculum maps. ● Regular benchmark assessments (minimum 3x per year) aligned to standards. ● Extensive student support structures (remediation courses, office hours, tutoring, and differentiated instruction). ● Rigorous graduation requirements (beyond UC A-G). ● Curriculum maps designed to support ELs and struggling students. ● Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups.

Plan for Students Who are Academically Low Achieving

The gap in achievement between students from different socioeconomic and racial/ethnic backgrounds is one of the most persistent challenges facing educators, a challenge that has become increasingly imperative for schools to conquer as they struggle to meet AYP goals stipulated by NCLB. The Response to Intervention (RTI) model is used as a vehicle for closing the achievement gap between different subgroups of students. The RTI model identifies three distinct tiers of service delivery. The majority of students will need only Tier 1 services, the least expansive and most broadly available options for serving needs. A smaller percentage of people, however, will need more specialized assistance, or greater “dosages” of intervention; Tier 2. The third tier is reserved for those students who need the most intense assistance.

The success of this intervention model hinges on teachers’ and administrators’ ability to keep as many students in the primary and secondary intervention as possible, thereby concentrating

resources on those students most in need of intensive aid, those in Tier 3. In applying the RTI model on a school-wide basis, schools are expected to change the allocation of resources and re-engineer their design and delivery of instruction in keeping with the tenets of the three-tier approach. Such reallocation of resources is projected to boost the academic performance of all students, not just those undergoing screening for possible entry into special education programs. This model is applied at University Prep through the following methods:

Screening: Placement tests, used in conjunction with any other assessment portfolio information we have on the student and placement according to that screening (of course, we never use a single data point – and this does not apply to certain populations, such as students with IEPs or EL).

Progress Monitoring: University Prep will use the Performance Series from Scantron to progress monitor students against national standards quarterly. In addition, teachers will use iReady Benchmark assessments to monitor progress on specific strands via curriculum based measures (weekly, on average). Students with IEPs have goals and objectives with skills that are directly linked to standards and benchmarks, and weekly probes are taken to progress monitor students toward the annual goals and objectives.

Intervention: In Tier 1, all students in the class receive differentiated instruction from the teacher. In Tier 2, the student who is struggling or identified as at-risk, works with intervention programs or groups to fill in gaps in learning. The student still receives instruction from the classroom teacher that is supported by the intervention programs. In Tier 3, students who are still struggling while receiving intervention from the teacher and intervention programs begin the Intervention Assistance Team process.

By not tracking students academically, we avoid labeling and lowering expectations for some students at a young age; the philosophy of the Charter School is that all students work on an equal playing field, with systems in place that foster an individualized-learning pace, with high, yet appropriate expectations for all. The long-term relationships students and families build with school staff will help identify and nurture students who might otherwise slip through the cracks in a more institutional school environment. If students are not progressing appropriately, even with differentiated instruction and informal strategies, the Charter School and parent will continue to work together to refine strategies for success, including potential referral to the Student Support Team for more formal levels of support and intervention.

University Prep has a no social promotion policy, which means that we use various assessments to determine the appropriate grade level of a student. Specific performance goals will be established once baseline data is available. The diagnostic and prescriptive nature of online learning enables University Prep to custom-tailor curricular materials to individual student needs and monitor their progress. The program generates instructional assignments to promote proficiency in areas of weakness.

Plan for Students Who are Academically High Achieving

The online format allows for a high degree of differentiation and use of the multiple intelligences such that a student's unique talents and gifts are accentuated through implementation of this curriculum.

A student identified as academically high-achieving is easily afforded the opportunity for enrichment and acceleration in the flexibility offered through this curriculum. In fact, philosophically, all students at the Charter School will essentially be treated as academically high-achieving students - they will benefit from Personalized Student Achievement Plans and will be guided in a learning experience designed to build strong fundamentals in an enriching, challenging context.

Lessons will feature an "Above and beyond" segment that provides supplementary materials and suggestions for further study, allowing a continuum of learning possibilities. Teachers will guide students to the appropriate materials based on their Personalized Student Achievement Plans and goals and will help students challenge themselves and exceed their goals at every step.

The curriculum offers the flexibility for students to work beyond grade level. Coursework includes numerous Advanced Placement options for advanced high school students.

Plan for English Learners

Overview

The Charter School will meet all applicable legal requirements for English Learners ("EL") as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement strategies for serving English Learners which are research based, supported by Charter School resources, and evaluated annually for effectiveness.

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

ELPAC Testing

All students who indicate that their home language is other than English will be ELPAC tested within thirty days of initial enrollment⁴ and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

⁴ The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been ELPAC tested. All other students who have indicated a home language other than English will continue with annual ELPAC testing from their prior school of enrollment.

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

English Learner Instructional Strategies and Curriculum

A specific EL component is included the curriculum offered by University Prep. This highly interactive, multimedia coursework is designed to incorporate learning in mathematics and science even as it assists students in developing fluency in English.

Interactive lessons strengthen reading, listening, speaking, and writing skills. Constant feedback and assessment ensures that students get the differentiated instruction they need. This curriculum supports students with a variety of first languages.

All teachers instructing English Learners will hold a CLAD credential or a California Commission on Teacher Credentialing (“CCTC”) equivalent.

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to the ELPAC,
- Participation of the pupil’s teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery,
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the Charter School’s reclassification procedure including seeking their opinion and consultation during the reclassification process
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- Teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage will use the Student Oral Language Observation Matrix.

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

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

Plan for Serving Students with Disabilities

Overview

The Charter School 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 in Education Improvement Act (“IDEIA”).

The Charter School will be its own local educational agency (“LEA”) and will apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School will consider membership in the following SELPAs: San Diego Tri County SELPA, and El Dorado County Charter SELPA.

In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School will provide notice to the District, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

The Charter School 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.

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

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

Services for Students under the “IDEIA”

The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School 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 the Charter School and the SELPA. A copy of the MOU will be presented to the District upon execution.

The Charter School intends to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the SELPA.

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

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

Staffing

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

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

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

Identification and Referral

The Charter School 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. The Charter School 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.

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

IEP Meetings

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

IEP Development

The Charter School 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

The Charter School shall be responsible for all school-site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School's non-special education students, whichever is more. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

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

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Parent/Guardian Concerns and Complaints

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

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

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in 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, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it will be subject to the allocation plan of the SELPA.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability that substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal of the Charter School and shall include parents/guardians, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA, but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team 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:

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

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for 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 shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

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

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed regularly to determine the appropriateness of the Plan, continued eligibility or readiness to discontinue the 504 Plan.

Notification to Parents Regarding Transferability of Courses to other Public High Schools and the Eligibility of Courses to Meet College Entrance Requirements.

In the spring of 2017 University Prep was accredited by AdvancED with candidacy status. The school is currently in the process of seeking A-G approval of its courses.

The Charter School will inform parents of course transferability through the publication and distribution of a parent/student handbook that includes specific information on course transferability to other public schools and that outlines school policies and expectations for all

students and parents. Courses that meet University of California and California State University entrance requirements will be listed in the parent/student handbook as soon as available. All incoming students and parents will be required to complete an orientation that will include a review of the handbook. In addition to the A-G UC/CSU approved course list that will be included in the handbook, a statement regarding the transferability of courses to other public high schools will be included. Both the A-G list and transferability of classes will be updated on an annual basis. A state-certified high school diploma will be issued to all students who meet the Charter School's graduation requirements:

Graduation Requirements

Course	Course Length	Credits
English	4 years	40
Mathematics <ul style="list-style-type: none"> > Pre-Algebra > Algebra I > Geometry > Two additional advanced level math 	4 years	40
Social Studies <ul style="list-style-type: none"> > World History > American History > Two additional years of Social Studies which must include ½ year of Economics and ½ year of American Government 	4 years	40
Science <ul style="list-style-type: none"> > Biology > Two additional years of science, one of which must be a physical science > At least two lab sciences are required 	3 years	30
Foreign Language <ul style="list-style-type: none"> > 	1 years	10
Visual and Performing Arts	1 year	10
Physical Education	2 years	20
Electives <ul style="list-style-type: none"> > Three years > In addition to all other requirements 	3 years	30
Total Credits		220

The school's focus ensures graduation with 100% transfer of existing high school credits, freedom and flexibility in placement of courses, teacher-lead direct instruction and self-directed independent instruction, paired with a rich level of mentor, counselor and teacher support.

Attendance Guidelines

The Charter School offers a greater number of instructional minutes than set forth in Education Code Section 47612.5(a) for the appropriate grade levels and operates at least for the required minimum of 175 days. The Charter School expects that students will engage in educational activities assigned by the Charter School on all school days unless ill and documented by a

physician's note. The Charter School maintains written records that contemporaneously document all student attendance and make these records available for audit and inspection.

Students are expected to log in daily to the learning environment and actively participate in their courses. With the exception of scheduled (live) sessions, a student may plan his/her daily schedule to best suit his/her needs and learning style. On average, University Prep students have an extended school day and should plan to spend 6.5 to 7 hours per day working in their classes. Below is an outline of the amount of time students can expect to work in each subject each day. The total time may be spent in live class sessions and/or working independently. Teachers will suggest daily guidelines on assignments.

Grades K-5

- Language Arts – 120 minutes
- Math – 90 minutes
- Science – 60 minutes
- Social Studies – 90 minutes
- Foreign Language – 30 minutes each week
- Physical Education – (varies)

Grades 6-8

- Language Arts – 90 minutes
- Math – 90 minutes
- Science – 90 minutes
- Social Studies – 90 minutes
- Electives – 30 minutes

Grades 9-12

- Language Arts – 60 minutes
- Math – 60 minutes
- Science – 60 minutes
- Social Studies – 60 minutes
- Class 5 – 60 minutes
- Class 6 – 60 minutes

A Sample Of Daily Student Activity:

The Charter School is founded on the principle of personalized learning and therefore a typical day varies with the modifications in curricular activities designed by the teacher in concert with the parent or guardian for those students under the age of 18 years. There are basic activities that occur each instructional day for all students as outlined below. The primary effort is to construct a learning plan that best meets the needs of the student and provides sufficient scaffolding of academic skill development to prepare the student for the next level of education and, in the case of senior high students, readies them for post high school education or entry into the economy. The Charter School's goal of developing independent learners spans the entire grade level spectrum. The natural flow of independent learner development follows three benchmarked and measurable developmental steps. The steps are: (1) Early Elementary Grades organized to promote dependent learning based on extensive support of the teacher and learning coach in an

environment of richness of exploration and student success oriented interactive activities provided by the curriculum, technology interaction +/- 20 minutes per day maximum, teacher and learning coach; (2) Upper Elementary Grades organized to promote acquisition of academic skills and the application of those skills in developing higher order thinking skills enriched with activities that develop and promote the use of independent learning through research, reading and writing, basic and advanced numeracy, provided by the teacher and technology interaction +/- 90 minutes per day maximum; (3) Middle School organized to develop and promote exploration through independent problem solving, self recognition of deficiencies in academic preparation, motivation to learn, and enhanced use of technology applications and solutions leading to higher levels of academic achievement provided by the teacher and technology interaction of +/- 3 hours per day maximum; (4) Senior High School organized to scaffold learning deficits to bring students to acceptable and higher levels of skill and propel them forward in mastering the 21st Century Skills needed post high school through advanced study, taking A-G required UC approved subjects, advanced placement opportunities, career pathways, facilitated by the teacher, the online school and utilization of enriching technology applications as needed throughout the day to work independently and complete asynchronous and synchronous assignments.

EARLY ELEMENTARY K-3 SAMPLE ACTIVITIES:

- Parent/Learning Coach logs into Online School .
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development
- Pupil and Learning Coach attend periodic synchronous sessions via the electronic classroom
- Pupil participates independently in technology supported learning games served up by the online school
- Teacher verifies attendance (3-5 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher and Learning Coach review daily progress and modify online schools menu as needed to maximize the learning potential of the student

UPPER ELEMENTARY 4-6 SAMPLE ACTIVITIES:

- Parent/Learning Coach and Student logs into online School
- online school serves up lessons for the day and scheduled activities including those activities to be supported by the Learning Coach and Teacher
- Learning Coach and pupil read together the assignments and the daily schedule
- Pupil and learning coach organize the physical materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration

involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.

- Pupil is introduced to age appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Grade 6 students are introduced to numeracy skills common in the middle school curriculum and using technology to electronically submit writing assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher and Learning Coach review daily progress and modify online schools menu as needed to maximize the learning potential of the student

MIDDLE SCHOOL 7-8 SAMPLE ACTIVITIES:

- Parent/Learning Coach and Student logs into online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by off line activities and the organization of science experiments to be done in concert with the online science curriculum
- Parent/Learning Coach reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils work independently on skill and knowledge attainment assignments
- Pupils review expected outcomes for the day
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher, Student and Learning Coach review daily progress and modify online schools menu as needed to maximize the learning potential of the student

- Parent/Guardian logs into Parent/Guardian online school account to review progress and request assistance if needed
- Teacher meets face to face with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

SENIOR HIGH SCHOOL 9-12 SAMPLE ACTIVITIES:

- Student logs into online School
- Online school serves up lessons for the day and scheduled activities including those activities to be supported by off line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum
- Student reviews the days lessons and activities with the Parent/Learning Coach
- Pupils review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Pupil attends synchronous learning sessions present under the direction of the teacher
- Pupils interact with others online in the development of group projects and assignments that require peer collaboration to complete
- Pupil interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the pupil
- Pupils take quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (4-6 hours required daily) [*CDE attendance guidance provides that "...To put the matter another way, the minimum amount of work necessary to constitute a charter school day of non-classroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it must be done on the scheduled school day for which it is claimed as attendance for ADA purposes."*]
- Teacher, Student and Learning Coach review daily progress and modify online school menu as needed to maximize the learning potential of the student
- Students may participate in interest clubs, student government, and intramural sports
- Pupils participate in community support activities
- Parent/Guardian logs into Parent/Guardian online school account to review progress and request assistance if needed
- Teacher meets face to face with parent/guardian and pupil every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the Charter School, students learn at the times convenient to their schedules. Though students have the flexibility to choose the time frame in which they study, they are required to demonstrate work on at least one subject each school day. Students may seek teacher support and

answers to questions either through email, by telephone or by logging on to a Blackboard Collaborate™ session where any number of students meet in a “virtual classroom.”

Students complete and turn in assignments regularly throughout the online course, take tests and quizzes, and also submit papers, essays and fieldwork assessments. A student’s progress and grades are posted on a secure, private site so that both student and parents are always aware of their current status.

Students will work with the teacher and parent to agree upon the order in which the assignments will be worked on to ensure all coursework is completed in a semester. Some students may spend an entire week concentrating on math or history; others work on all their courses throughout the week.

Independent Study Legal Compliance

The Charter School will comply with all applicable independent study laws including but not limited to California Education Code Sections 51745, *et seq.*; 47612.5; 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, among other things, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School must file for a funding determination as a condition of funding.

ELEMENTS 2 AND 3: MEASURABLE STUDENT OUTCOMES AND METHODS OF MEASUREMENT

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)

and

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

The Charter School shall meet all statewide standards and conduct the student assessment tests 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.

Additional Affirmations

- The Charter School affirms that benchmark skills and specific classroom-level skills will be developed
- The Charter School affirms that exit outcomes will align to the mission, curriculum, and assessments
- The Charter School affirms that college-bound students wishing to attend California colleges or universities have the opportunity to take courses that meet the “a-g” requirements
- The Charter School acknowledges that exit outcomes and performance goals may need to be modified over time

Outcomes Aligned to the State Priorities

CHARTER SCHOOL OUTCOMES ALIGNED TO STATE PRIORITIES		
State Priority #1. The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))		
ANNUAL GOALS TO ACHIEVE PRIORITY #1	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
● University Prep will hire and maintain a highly qualified	● All candidates will undergo a rigorous hiring process, which	● 90% satisfaction rating on annual community survey

<ul style="list-style-type: none"> faculty. University Prep will obtain the most up-to-date standards aligned instructional materials that will prepare students for college and career. 	<p>includes paper screening, interviews, performance tasks, curricular and teaching materials review, teaching demonstration, and reference checks.</p> <ul style="list-style-type: none"> Faculty will have 40+ days of targeted professional development, based on Individualized Professional Development Plan (IPDP) and the needs of students based on data. School leaders and faculty will research and obtain the most up-to-date standards-aligned materials and participate in a yearly updating process. Annual community survey. Faculty participates in shared decision-making process. 	<p>results</p> <ul style="list-style-type: none"> 85% of faculty reaches Individualized Professional Development Plan (IPDP) Goals. Less than 10% of faculty leaving University Prep after two or fewer years that are a cultural, philosophical and skills fit. Faculty does yearly assessment of materials during intersession PD time.
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State Priority #2. Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

ANNUAL GOALS TO ACHIEVE PRIORITY #2	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> All University Prep curriculums will be aligned to CCSS. All University Prep curriculums will be designed to support ELs and other struggling subgroups. 	<ul style="list-style-type: none"> Curriculum maps for each course written prior to school opening and revisited yearly. All curriculum maps will have goals and strategies to support ELs. 40+ days of professional development, which includes dedicated days for implementing Common Core, and supporting ELs and other struggling students. 	<ul style="list-style-type: none"> 75% of ELs are redesignated yearly. 90% of ELs make progress towards EL proficiency as measured by the ELPAC. School leadership/department lead yearly audit of curriculum and lesson plans show that 95% of curriculum maps are aligned to CCSS and CA ELD standards and have supports for ELs and struggling students.

State Priority #3. Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

ANNUAL GOALS TO ACHIEVE PRIORITY #3	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> Parents view themselves as a key component of the schools' 	<ul style="list-style-type: none"> Published list of differentiated opportunities for parental 	<ul style="list-style-type: none"> 75% of parents complete community survey.

<p>and student success.</p> <ul style="list-style-type: none"> ● Parents demonstrate high satisfaction with the school's program. 	<p>involvement.</p> <ul style="list-style-type: none"> ● Regular, designated times for parents to give feedback to school leadership (meetings, coffee hours, etc.). ● Annual community survey. 	<ul style="list-style-type: none"> ● Parental attendance at community meetings is significant according to school leader. ● 90% of parents agreeing to focused questions on annual community survey.
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State Priority #4. Pupil achievement, as measured by all of the following, as applicable:

- A. Statewide assessments (CAASPP, or any subsequent assessment as certified by SBE)
- B. The Academic Performance Index (API)
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by the ELPAC
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 *et seq.*) or any subsequent assessment of college preparedness

ANNUAL GOALS TO ACHIEVE PRIORITY #4	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> ● All students will become proficient in English, math, science and social science. ● Students perform well on all external tests. ● Students show growth on benchmark assessments. ● All students show growth on external measures. 	<ul style="list-style-type: none"> ● Standards based and aligned curriculum. ● Regular benchmark assessments (minimum 3x per year) aligned to standards ● Extensive student support structures (remediation courses, office hours, tutoring, differentiated instruction) ● Rigorous graduation requirements (beyond UC A-G) ● Curriculum maps designed to support ELs and struggling students ● Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and subgroups. 	<ul style="list-style-type: none"> ● 70% or more of all students will demonstrate at least one year of growth on the Smarter Balanced. ● 70% of students will show growth on their internal benchmark assessments for each course. ● 97% or more of students will earn a passing grade of C or above in their courses. ● On average, 75% of students are proficient or above on Smarter Balanced. ● 100% of students complete UC A-G requirements. ● 90% of ELs make progress towards EL proficiency as measured by the ELPAC. ● 75% of ELs are reclassified as measured by the ELPAC. ● 80% of students have

passed an AP exam with a score of 3 or higher.

State 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 (EC §52052.1(a)(3))
- D. High school dropout rates
- E. High school graduation rates

ANNUAL GOALS TO ACHIEVE PRIORITY #5	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> ● Students attend school regularly, consistently and on time. 	<ul style="list-style-type: none"> ● Advisory System and course to support students. ● Social-Emotional learning in all courses. ● Personalized Student Achievement Plans (PSAPs) ● Extensive support structures, including early intervention plans. ● Extensive community building via orientation and weekly Advisement meetings. 	<ul style="list-style-type: none"> ● 95% Average Daily Attendance. ● Less than 2% annual Chronic Absentee Rate. ● Less than 1% Middle School Dropout rate. ● Less than 3% High School Dropout Rate (cohort). ● 95% High School Graduation Rate (cohort).

State Priority #6. School climate, as measured by all of the following, as applicable:

- A. Pupil suspension rates
- B. Pupil expulsion rates
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

ANNUAL GOALS TO ACHIEVE PRIORITY #6	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<p>Goal 1: Pupil suspension rates will be less than 3% annually.</p> <p>Goal 2: Pupil expulsion rates will be less than 1% annually.</p> <p>Goal 3: University Prep will annually survey students, parents, and teachers about online school safety and connectedness.</p>	<ul style="list-style-type: none"> ● Extensive community building via orientation and weekly Advisement meetings as well as other school events. ● Social-Emotional Learning in all courses. ● Personalized Student Achievement Plans (PSAPs). ● Analysis of and action plans from community surveys. 	<ul style="list-style-type: none"> ● Less than 3% suspensions. ● Less than 1% expulsions. ● 90% of students are satisfied with University Prep on community survey. ● 90% of parents are satisfied with University Prep from community surveys.

State Priority #7. The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with

exceptional needs.

“Broad course of study” includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

ANNUAL GOALS TO ACHIEVE PRIORITY #7	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> ● 100% of students are enrolled in a broad course of study, including graduation requirements that exceed UC A-G. 	<ul style="list-style-type: none"> ● Rigorous graduation requirements that exceed A-G. ● Extensive Support Systems (advisory, tutoring, office hours, remedial courses, etc.). ● Comprehensive college admission process and program. 	<ul style="list-style-type: none"> ● 95% of students graduate on time. ● 98% of students are accepted to a 4 year college.

State Priority #8. Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

ANNUAL GOALS TO ACHIEVE PRIORITY #8	ACTIONS TO ACHIEVE ANNUAL GOALS	MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<p>Goal 1: All students will become proficient readers and writers of the English Language.</p> <p>Goal 2: All students will become proficient in mathematical skills and content.</p> <p>Goal 3: All students will become proficient in science concepts and scientific thinking.</p> <p>Goal 4: All students will become proficient in social science practice and content.</p>	<ul style="list-style-type: none"> ● Standards based and aligned curriculum maps. ● Regular benchmark assessments (minimum 3x per year) aligned to standards. ● Extensive student support structures (remediation courses, office hours, tutoring, and differentiated instruction). ● Rigorous graduation requirements (beyond UC A-G). ● Curriculum maps designed to support ELs and struggling students. ● Extensive professional development, (40+ days) specifically to analyze results of and create action plans for benchmark assessments and to support struggling students and 	<ul style="list-style-type: none"> ● 70% or more of all students will demonstrate at least one year of growth on the English Smarter Balanced test. ● 70% of students will show growth on their internal benchmark assessments for English. ● 75% or more of all students will be proficient or above English Smarter Balanced test. ● An average of 70% or more of all students will be classified as having an advanced or proficient grade level equivalence on IReady Benchmark assessments. ● 97% or more of all

subgroups.

students will earn a passing grade of C or above in their English course.

- 70% or more of all students will demonstrate at least one year of growth on the CST for math.
- 70% of students will show growth on their internal benchmark assessments for math.
- 75% of students will be proficient or above on the math Smarter Balanced test.
- 97% or more of students will earn a passing grade of C or above in their math course.
- 70% or more of all students will demonstrate at least one year of growth on the Smarter Balanced for science.
- 70% of students will show growth on their initial benchmark assessments for science.
- 75% of students will be proficient or above on the science Smarter Balanced test.
- 97% or more of students will earn a passing grade of C or above in their science course.
- 70% or more of all students will demonstrate at least one year of growth for social science.
- 70% of students will show growth on their initial benchmark assessments for social science.
- 75% of students will be proficient or above on the social science Smarter Balanced test.
- 97% or more of students will earn a passing grade of

		<p>C or above in their social science course.</p> <ul style="list-style-type: none"> ● 75% of students in identified subgroups (ELs, students with disabilities, Latinos, African Americans, and Socioeconomically Disadvantaged) that are basic, proficient or advanced on their Smarter Balanced test. ● School leadership/department lead yearly audit of curriculum and lesson plans show that 95% of curriculum maps are aligned to ELD standards and have supports for ELs and struggling students.
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The Charter School shall pursue the following measurable student outcomes:

OUTCOME	METHODS OF MEASUREMENT
The Charter School shall make progress as measured by the California Dashboard ranking and as defined by the ESSA	California School Dashboard
The Charter School shall meet or exceed a 93% rate attendance rate.	Period two (2) attendance count.
The Charter School shall meet or exceed its growth LCAP target school-wide and within reportable subgroups on an annual basis	LCAP reporting
The Charter School shall receive an average score of 8.0 on a scale of 1-10 on annual Parent satisfaction surveys	Annual Parent satisfaction surveys
The Charter School students shall increase Scaled Scores by at least 1.25 years from fall to spring using IReady Benchmark assessments, which is a nationally normed <i>and</i> criterion referenced assessment.	Pre and Post testing scores

Using the data analysis techniques discussed below, the Charter School will review student performance data to reflect upon and make ongoing improvements as necessary to its educational program and to these stated outcomes, and to further break these outcomes into shorter term benchmarks.

The Charter School will participate in all state required assessments for applicable grade levels in assessing core subjects.

In addition, the use of computer adaptive assessments has the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students, entire grades and the whole school. Thus, the most frequent assessment will be the weekly reports of student performance generated by the online program.

Other assessments will include:

- Criterion-referenced tests in Reading/Language Arts, Mathematics, Science, and Social Studies: specifically designed for gathering detailed information about how well a student has performed on each of the educational goals of the curriculum.
- Authentic assessments using portfolios—print and video: These portfolios will document students' work, display a command of skills and content, and provide insight into the learning process over time. These will include a variety of student work samples along with observations and evaluations of student learning and performance by the student, school staff, parents and peers as applicable.
- Performance-based assessments: These assessments require students to actively solve problems and apply knowledge in production-driven learning activities. These activities may include science experiments, dramatic and oral presentations, video productions, research, etc.
- Documentary assessments: These assessments involve organizing the information a teacher collects regarding a child's learning process and achievements. Interpretations of these assessments will be used to individualize curriculum and instruction. These methods of assessment are connected to students' lives and learning experiences and represent the real-world challenges they will face.

Use And Reporting Of Data

Report of Individual Student Progress

The online medium enables close tracking of student progress on an ongoing basis. Teachers, parents and students will be able to clearly track grades and performance against goals daily.

The following formal reports of student progress will also be provided to parents as indicated:

Parent Conferences – required meetings in which the student’s progress is discussed and samples of work provided	4 times per year
Report Cards – distributed at the parent conference (only mailed home on exception basis)	4 times per year
Personalized Learning Plans – either mailed home, given to parent or guardian when child is picked up, or sent home via backpack	4 times per year
Grade Updates – although not specific to the achievement of an individual child, provides parents and guardians with curriculum updates	2 times per year

Use of Achievement Data to Improve Upon Charter School Programs

The Charter School will utilize a combination of assessment tools to review the educational program on an ongoing basis and to suggest improvements in areas of low performance for all identified student populations.

As outlined above, the Charter School will implement a range of measurements – both quantitative and qualitative – to track to annual student achievement. These measurements will be used to make adjustments to our educational program.

The Charter School evaluates results analyses, from both longitudinal school-wide performance and comparisons with similar schools tested, into its plan for school-wide shifts in curriculum and instruction on a yearly basis. This will set the tone for teacher training.

Parent feedback will be gathered annually through an independent survey.

School Accountability

The Charter School will be responsible for the publication of an annual School Accountability Report Card (“SARC”).

Pursuant to Education Code Section 47604.3, the Charter School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the District. The Charter School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). The Charter School recognizes the right of the District to conduct random inspections of the Charter School pursuant to Education Code Section 47607.

ELEMENT 4: GOVERNANCE STRUCTURE

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

Non-Profit Public Benefit Corporation

Online of Southern California, a California Nonprofit Public Benefit Corporation will operate the Charter School.

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

Board of Directors

The Charter School is governed by a corporate Board of Directors who shall be selected, and serve, and governs the Charter School in accordance with its adopted corporate bylaws, which shall be maintained, to align with the terms of this charter and applicable law.

In accordance with Education Code Section 47604(b), the District may appoint a representative to serve on the Board of Directors. Neither employees of nor contractors to the Charter School will serve on the board.

At least once quarterly, the Board of Directors will meet within a 30-mile radius of the District Office.

Board Duties

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

- Approval of the annual school budget, calendar, salary schedules, major fundraising events, and grant writing;
- Negotiation and approval of a MOU or other contracts with the District;
- Approval of all contracts, contract renewals, and personnel actions (e.g., hiring, discipline, dismissal)
- Approval of bylaws, resolutions, and policies and procedures of school operation
- Approval of all changes to the charter to be submitted to the District as necessary in accordance with applicable law
- Long-term strategic planning for the Charter School;

- Participation as necessary in dispute resolution;
- Monitoring overall student performance;
- Reviewing and approving the selection of the Head of School, as necessary;
- Reviewing and approving the evaluation of the Head of School;
- Monitoring the performance of the Charter School and taking necessary action to ensure that the Charter School remains true to its mission and charter;
- Monitoring the fiscal solvency of the Charter School;
- Participation in the Charter School's independent fiscal audit;
- Participation in the Charter School's performance report to the District;
- Participation as necessary in student expulsion matters; and
- Increasing public awareness of the Charter School
- Fundraising efforts

The Charter School will update the District of changes to the Charter School Board of Directors.

The Charter School's Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established.

Board Meetings

The Board of Directors will meet at least monthly (except for summer months) to review and act on its responsibilities. All meetings shall be held in accordance with the Brown Act.

The Charter School shall adopt a conflicts code which shall comply with the Political Reform Act, Government Code Section 87100, and applicable conflict restrictions required by the Corporations Code and any conflicts restrictions that may be adopted in the future as applicable to the Charter School.

The Board of Directors meetings will be headed by a Board President, who will be elected annually amongst the Board at the concluding meeting of the school year.

As long as quorum exists as defined by the corporate bylaws, measures voted on by the Board of Directors may be passed with a simple majority of present members.

Board Training

The Board of Directors shall participate annually in training regarding board governance, the Brown Act, and conflicts of interest rules.

Board Delegation of Duties

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 contractor of the Charter School any of those duties with the exception of dismissal of employees, approval of Board policies, approval of the budget or budget revisions or purchases over \$25,000. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

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

Charter School Head of School

The Head of School will be the leader of the Charter School. The Head of School will ensure that the curriculum is implemented in order to maximize student-learning experiences. She/he is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Head of School will be responsible for administering the Charter School in all of the aspects of its day to day operations, working with the Charter School Board of Directors, the District, students, parents, and community members and the other governing bodies specified by local and state law. The Head of School's duties shall include, but are not limited to, the following:

- Provide instructional leadership to the Charter School
- Attend meetings at the District as requested by the District and stay in direct contact with the District to assist the District in its oversight duties;
- Supervise all employees of the Charter School; make recommendations to the Board of Directors regarding the hiring of all Charter school employees;
- Provide performance evaluations of all Charter School employees at least once annually;
- Prepare proposals of policies for adoption by the Board of Directors;

- Provide comments and recommendations regarding policies presented by others to the Board;
- Advise the Board and make written recommendations to the Board on programs, policies, budget and other school matters;
- Communicate with the Charter School's legal counsel;
- Stay abreast of school laws and regulations;
- Participate in the dispute resolution procedure and the complaint procedure when necessary;
- Write applications for grants;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues periodically upon request;
- Provide all legally required financial reports to the District;
- Develop and administer the budget as approved by the Board in accordance with generally accepted accounting principles;
- Present quarterly financial reports to the Board of Directors;
- Provide assistance and coordination in the implementation of curriculum;
- Oversee parent/student/teacher relations;
- Attend IEP meetings as required by law;
- Oversee student disciplinary matters;
- Coordinate the administration of Standardized Testing;
- Plan and coordinate student orientation;
- Attend all Charter School Board meetings and attend as necessary District Board meetings;
- Foster an amicable relationship between District and the Charter School and facilitate a sharing of resources between both entities;
- Establish a Communication Model to facilitate communication among all the groups within the Charter School, between the Charter School and the District, and between the Charter School and the community at large;

- Graduations; and
- Facilitate recruitment, information, and back to school events.

The above duties may be delegated or contracted as approved by the Board to another employee of the Charter School or to an appropriate third party provider as allowed by applicable law.

Parent Participation in Governance

The Board of the Charter School shares common goals towards the involvement of parents in their students' education. As stated earlier, research has clearly demonstrated that increased parental involvement in a child's education directly impacts student achievement rates. At the Charter School we are interested in increasing opportunities for whole families by empowering parents with confidence and trust in the educational setting. Therefore, school leaders, teachers and board members will personally invite and encourage parent participation in all facets of the Charter School's operation.

The very nature of the online program allows for parental involvement on a daily basis through access to the Learning Management System and all teacher/student communications. Parents are encouraged to support students in their academic pursuits and to participate in synchronous online events with students and staff.

We offer training in the areas of school curriculum and technology for parents to be able to work with their children to keep them at a level where they meet and exceed the established goals of their personalized student achievement plan. Parents will receive regular email communications with detailed information about upcoming subjects, events, and areas to focus on assisting their children.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

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

In accordance with Charter School health and safety policies, described below, all employees shall be fingerprinted and background checked and receive background clearance and tuberculosis clearance prior to commencing employment with the Charter School.

Following are descriptions of the key positions for the Charter School.

Please Note: *These descriptions are intended to indicate the kinds of tasks and levels of work difficulty that will be required of these positions. They are not intended to limit, or in any way to modify the right of any supervisor to assign, direct or reassign duties and responsibilities of this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.*

Position: *Head of School*
Last Revision: *4/7/2017*

Employment Type: *Administration/At-Will/Exempt* ***Reports to:*** Board of Directors

Accountable To: Board of Directors

Supervisory Responsibilities: *Responsible for the supervision and training of all school staff. Responsible for performing all supervisory responsibilities in accordance with applicable laws and the school's charter and outlined policies and procedures.*

Position Summary: To serve as the leader of the Charter School. Provide school leadership that

Position Summary: To serve as the leader of the Charter School. Provide school leadership that ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. To insure compliance with all aspects of: state and federal law; board policies and procedures; and compliance requirements of the authorizer.

Primary Tasks⁵:

1. Create a school culture that focuses on student and adult learning.
2. Set high expectations and standards for the academic and social development of all students and the performance of adults.
3. Demand content and instruction that ensures student achievement of academic standards as outlined in the charter agreement.

⁵ NAESP in partnership with Collaborative Communications Group, Leading Learning Communities: Standards for What Principals Should Know and Be Able to Do

4. Create a school philosophy that values continuous learning for adults tied into student learning and other school goals.
5. Use multiple sources of data collection to analyze barriers to achievement and to access, identify and apply instructional improvement.
6. Actively engage the community to create shared responsibility for student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Articulate a clear vision of the goals, objectives and commitment of the charter school to all stakeholders. Communicate effectively with parents, students, faculty, the board, state authorizer, and the community. Communicate board actions to faculty, staff, students, and parents.
2. Recruit, interview and select qualified teachers and other staff. Ensure that all new hire documentation is submitted to the appropriate parties in a timely manner.
3. Provide instructional and learning leadership that focuses on the four basic elements of: curriculum, instruction, performance and evaluation.
4. Share responsibility for the development and implementation of the Charter School's strategic plan to insure that educational goals, assessment standards and benchmarks are met according to the charter agreement.
5. Insure and oversee the accurate maintenance of administrative records meeting all state and regulatory requirements.
6. Set job performance standards, and evaluate faculty and staff.
7. Institute a mentoring program for teachers within the Charter School.
8. Oversee and insure meaningful parental involvement in the Charter School and their child's learning.
9. Generate public support for the Charter School's program and education in general as the public information officer of the Charter School and supervisor of the overall public relations program.
10. Oversee the development and implementation of marketing plans to attract students to the charter school.
11. Develop and implement a school budget, analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process. Supervise and insure that financial reports are completed and submitted to the board in a timely manner.
12. Write proposals for grants and/or oversee grant writing.
13. Supervise and insure the accuracy and completion of the Annual Report and annual school calendar and submit them to the board in a timely manner. File all required reports with local, state and federal education agencies, Board of Directors and authorizer.

14. Work with the appropriate staff to develop schedules and staff assignments and to insure the effective and efficient use of time to protect academic subject blocks from disruptions.
15. Communicate policy recommendations for the Board's consideration and action.
16. Serve as chairperson for faculty meetings, academic committees, school improvement committees and administrative committees and attend other committees as needed.
17. Direct and serve as a model to insure the safety, security and attractiveness of the Charter School building and grounds. Oversee the development of a Code of Student Conduct that defines the responsibilities of administrators, teachers, parents, and students in supporting a safe, secure learning environment.
18. Develop, with the Charter School leadership team, the Emergency Response Plan and insure its effective implementation by all staff and students.
19. Provide effective staff and professional development programs that are tied to student learning and match school goals to model continuous professional growth and improved student and teacher performance.
20. Use multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to assess student performance and to plan instruction.
21. Use technology effectively for administrative, instructional and communications functions.
22. Attend local, state, and national events as much as possible and participate in local and state principals' associations and the California Charter Schools Association.
23. Be familiar with school law, including the implications on the educational program and on liability. Keep abreast of developments and consult with the board members in times of uncertainty.
24. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards:(Marginal)

1. Perform various assigned responsibilities, as allowed by state and federal law; of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Master's Degree in education, management or related field. A minimum of three years demonstrated work experience as a HoS/principal, assistant HoS/assistant principal or related professional field.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Work on multiple projects and adhere to deadlines.
- Respond to requests by the board, authorizer and parents in a positive and timely manner.
- Make sound decisions within the parameters of authority.

- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position: *Principal* **Date of Last Revision:** 4/7/2017

Employment Type: *Professional/Exempt/At-Will* **Reports To:** *Head of School*

Accountable To: *Board of Directors*

Supervisory Responsibilities: *Teachers*

Position Summary: To serve as the Instructional Specialist for all areas of the curriculum and facilitator for all academic programs for the Charter School. Monitor curriculum implementation and instruction to ensure excellence in teaching that supports student achievement. Provide teachers with an exemplary ongoing professional development program that contributes to their development as knowledgeable, informed, responsible and accountable educators and as leaders.. Ensure that students receive a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the continuous development of their intellect and problem solving skills.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Provide leadership and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of instructional staff, students and own personal performance.
4. Offer continuous and targeted professional development that directly supports the Charter School curriculum and instruction that ensures continuous student achievement of the Charter School's academic standards.

5. Model effective instructional practices, including delivery of instruction using effective teaching strategies, and provide effective feedback, professional development and coaching for teachers in mastering these practices.
6. Provide support through modeling, team teaching or observing each teacher at least twice per month.
7. Exhibit leadership and support for a school philosophy that values continuous learning for adults tied into student learning and other school goals:
8. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
9. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

Curriculum and Instruction

1. Accept responsibility for the successful implementation of the Charter School's academic programs and for the achievement of students.
2. Provide leadership in curriculum mapping and lesson planning, in alignment with state standards and grade level expectations.
3. Monitor curriculum implementation and effective instruction, providing feedback, coaching, and training in targeted areas of need.
4. Lead grade level and/or content area meetings on topics of curriculum, instruction, and assessment; and provide leadership in curriculum and instruction during staff meetings, and on an individual basis.
5. Monitor the use of student achievement data from multiple sources (including standardized tests, ILS data, curriculum-based assessments, other assessments and other data) to inform instruction.
6. Provide support for intervention programs based on Personalized Student Achievement Plans and monitor program effectiveness based on data.
7. Guide teachers in the effective use of instructional and support materials for full implementation of all areas of the curriculum.
8. Guide teachers in adapting materials and methods across the curriculum to the learning styles and instructional levels of individual students, using multiple appropriate differentiation strategies, including but not limited to instructional grouping.

Professional Development

1. Guide teachers' learning process towards achievement of curriculum and instruction goals to maximize student achievement.
2. Guide teachers' learning process towards the creation and updating of Personalized Student Achievement Plans and their use to maximize student achievement.

3. Guide teachers' learning process in the use of student achievement data from multiple sources (including standardized tests, ILS data, curriculum-based assessments, other assessments and other data) to inform instruction.
4. Lead teachers in effective planning, curriculum mapping and organization for instruction, in alignment with state standards.
5. Motivate teachers to achieve their highest level of ability and potential through activities, assignments, relationships, participation and feedback; hold high expectations and demonstrate sensitivity to different learning styles.
6. Demonstrate exceptional educational techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
7. Use University Prep's Leadership Tool Kit observation tools effectively to monitor effective instruction and provide feedback, support, and coaching for improvement of instruction.
8. Monitor individual progress toward the achievement of goals via the Individualized Professional Development Plan (IPDP) and provide professional development and support/coaching/mentoring as appropriate.

Leadership

1. Model creative instructional methods and procedures that adapt effectively to unusual situations.
2. Organize resources effectively to support learning activities online, in the classroom, the Charter School, and the community.
3. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
4. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
5. Promote good citizenship through actions as role model. Display personal qualities that reflect favorably upon the individual, the group, and the Charter School.
6. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.

7. Participate in the development of policies and regulations that affect instruction and conditions for success.
8. Provide leadership and expertise as a member of the School Improvement Team or similar, including but not limited to compilation and analysis of needs assessment data and use of the data to set goals, develop plans, and monitor progress toward goals throughout the Charter School improvement process.
9. Identify and participate in professional development opportunities.
10. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
11. Share responsibility for professional, cooperative staff relations and for other activities important to operation of school.
12. Conduct oneself according to professional, ethical principles. Continually strive to improve methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.
13. Share responsibility for marketing the Charter School in the community.
14. Display pride in being a member of the Charter School Leadership Team.
15. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards: (Marginal)

1. Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Bachelor's Degree in Social Sciences or Humanities, Masters Degree in Curriculum and Instruction or comparable educational attainment; valid teacher certificate (as appropriate, per state requirements) , meeting federal guidelines for highly qualified teacher in at least one content area; demonstrated competence with a minimum of 4 years of classroom teaching experience as a Reading and Language Arts teacher, Social Science and Humanities teacher, and/or media resource specialist and teacher trainer; demonstrated experience as a leader in Curriculum and Instruction or related field. Experience with oral history or the performing arts preferred. Must demonstrate competency in all areas of content responsibility and be computer literate.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Demonstrate superior facilitation and expert presentation skills
- Exhibit a high caliber of expertise in core subject areas.

- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Research effectively, including Internet research proficiency, working knowledge of MS Word and educational software.
- Map and implement curriculum, in alignment with Common Core State Standards and grade level expectations.
- Analyze achievement data, communicate results, and develop plans for improvement based on the data.
- Demonstrate knowledge and understanding of adult learning theories and the practice of coaching teachers in the area of instruction.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Work collaboratively with members of the Charter School leadership team, teachers, and others to support the University Prep Academy Model.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position: <i>Teacher</i>	Date of Last Revision:
<i>4/7/2017</i>	
Employment Type: <i>Professional/Exempt/At-Will</i>	Reports To: <i>Principal</i>
Accountable To: <i>The Board of Directors</i>	
Supervisory Responsibilities: <i>Students, Volunteers, and Assigned Staff.</i>	

Position Summary: To serve as a teacher for the Charter School. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.

2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of school's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence; taking attendance as required; tracking and submitting grades accurately and on time.
4. Motivate students to achieve at their highest level of ability and potential through activities, assignments, relationships, participation and feedback; set high expectations; and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Use resources effectively to support learning activities.
7. Demonstrate exceptional techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
8. Work cooperatively with parents and generate parents' confidence in the teacher.
9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
10. Promote good citizenship through actions as role model.
11. Provide an atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
12. Participate in the development of policies and regulations that affect instruction and conditions for success.

13. Use technology effectively for instruction, record keeping and other administrative tasks, and communications
14. Share responsibility for professional, cooperative staff relations and for other activities important to operation of school. Serve, when asked, as a teacher mentor.
15. Adhere to professional, ethical principles. Continually strive to improve classroom methods, teaching techniques, and interpersonal relationships. Adhere to all school policies for both students and personnel.
16. Share responsibility for marketing the Charter School in the community.
17. Display personal qualities that reflect favorably upon the individual, the group, and the Charter School.
18. Display pride in being a teacher and a member of the charter school team by displaying positive behavior and fully participating in the school culture. Attend faculty meetings and participate on committees.
19. Identify and participate in professional development opportunities.
20. Conduct and document parent conferences.
21. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards: (Marginal)

- Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Bachelor Degree in Education or related discipline (i.e., social science, humanities). Must have appropriate credentials and be highly qualified as designated by the State Department of Education. Must demonstrate competency in all areas of content responsibility and be computer literate.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Exhibit a high caliber of expertise in subject matter.
- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Motivate and create a shared vision within the Charter School community.

- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position: School Counselor 4/7/2017	Date of Last Revision:
Employment Type: Professional/Exempt/At Will	Reports To: Principal
Accountable to: The Board of Directors	
Supervisory Responsibilities:	

Position Summary: To provide the Charter School community, parents, student and teachers with an exemplary, ongoing professional student-counseling program. To provide services which contribute and respond to the individual needs of students and their parents by: arranging for initial assessments; participating on IEP team as appropriate; conducting or overseeing evaluations; developing and refining the behavior management system; monitoring interventions; serve as liaison with school staff and outside resources; and maintaining consistency and continuity in the Charter School's response procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer resources, professional expertise and coaching that supports student achievement of school's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to the improvement of the behavior management program.
7. Offer opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Accept responsibility for the successful implementation of the Charter School's program and for the achievement of students.
2. Develop or refine the behavior management system
3. Assume responsibility for coordinating, monitoring and reporting student interventions.
4. Serve as resource specialist for teachers and parents regarding any counseling needs.
5. Work with students, parents and staff in a compassionate and productive manner.
6. Assist teachers in effective planning, organization and implementation of strategies for optimum behavior management.
7. Serve as liaison to school staff and outside resources; maintain consistency and continuity in the Charter School's response procedures.
8. Plan for initial student assessment and participate on the IEP team as appropriate.
9. Conduct or oversee student evaluations.
10. Utilize excellent research and communication skills, including Internet research, MS Word and educational software to support the behavior program.
11. Guide the teacher learning process toward working with student behavior and time management in order to better implement the personal learning plans of students.
12. Identify and develop creative intervention methods and procedures to adapt effectively to unusual situations.
13. Organize resources effectively to support student learning online, in the classroom, the Charter School, and the community.
14. Demonstrate exceptional counseling techniques including documentation and student tracking.
15. Work cooperatively with parents and generate parents' confidence in the teacher and the Charter School community at large.
16. Demonstrate genuine concern for students and teachers in a climate characterized by high personal and student expectations.
17. Promote good citizenship through actions as a positive role model.
18. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.
19. Participate in the development of policies and regulations that affect student development and conditions for success.
20. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.

21. Conduct one-self according to professional, ethical principles.
22. Display personal qualities that reflect favorably upon the individual, the group, and the Charter School.
23. Display pride in being a member of the Charter School Leadership Team.
24. Be familiar with and support school administration in the effective implementation of the Charter School's Emergency Response Plan.
25. Adhere to all procedures and policies as outlined in the Employee Manual.

Performance Standards: (Marginal)

- Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Graduate degree in Counseling, Social Work or related field, valid state certification and demonstrated competence as a school-based social services counselor. Must demonstrate mastery of all areas of counseling responsibility and be computer literate. Must demonstrate a strong understanding of local, regional, State and Federal resources that support families, students and school institutions.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Exhibit a high caliber of expertise in counseling and student and family support.
- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position: School Secretary
4/7/2017

Date of Last Revision:

Employment Type: Administrative/Non-Exempt/At-Will **Reports To:** Principal

Accountable To: Board of Directors

Position Summary: To provide secretarial support to the Principal, Leadership Team and other school staff. To provide excellent maintenance of student, vendor, and correspondence files while complying with all corporate, local, state and federal guidelines and procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the charter school.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the front office support staff.
4. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state and federal guidelines and procedures.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other school goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and school success.

Characteristic Duties and Performance Standards: (Essential)

1. Provide continuous support to the Principal and all administrative personnel. Keep the Principal informed of all necessary information including: customer and staff complaints and incidents; planned and unplanned time off.
2. Answer and direct all incoming calls and coordinate the reception of all visitors to the Charter School building.
3. Collect information, prepare reports and correspondence as required by supervisor.
4. Sort and distribute mail.
5. Copy and distribute materials as required by the supervisor.
6. Adhere to the policies and procedures related to the maintenance of all office records and student files.
7. Track documentation, as required, for student files, parent contact, visitors, incident and accident reporting, employee tardiness and absences.

8. Maintain good parent relations and communication through a positive manner and professional image.
9. Utilize all features of computer programs necessary for completing the Charter School reporting procedures.
10. Work effectively with parents and staff and generate parent's confidence in the Charter School and Principal.
11. Demonstrate genuine concern for the students and the staff by maintaining high personal standards and strong work ethic. Be consistent and reliable in arrival and attendance as an essential function to assure the proper operation of the Charter School.
12. Promote good citizenship through actions as a role model.
13. Accept responsibilities as delegated by the Principal and/or other supervisory authority.
14. Use technology with efficiency for record keeping, administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for activities important to the operation of the Charter School.
16. Conduct oneself according to professional, ethical principles. Continuously strive to improve office methods, clerical techniques, and interpersonal relationships.
17. Accept responsibility for marketing the Charter School in the community.
18. Display personal qualities that reflect favorably upon the individual, the group and the Charter School.
19. Display pride in being a member of the Charter School team and Administrative Staff.
20. Be familiar with and support school administration in the effective implementation of the Charter School's Emergency Response Plan.
21. Adhere to all procedures and policies as outlined in the Employee Manual

Performance Standards: (Marginal)

- Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills: Associates Degree in Secretarial Sciences, Business or related field is required. Three years experience in a secretarial and/or reception position in a high volume

office setting is required. High School Diploma and two additional years experience may be substituted for the Associates Degree requirement. Experience in school office operations is preferred.

Needs to demonstrate the ability to:

- Communicate through superior written and oral communications skills.
- Consistently organize incoming and outgoing tasks and communications.
- Consistently utilize all features of the computer programs necessary for completing school reporting procedures. Use Word, Excel, and Outlook programs in a proficient manner. Learn and implement new computer programs as needed.
- Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
- Make sound decisions within the parameters of authority.
- Be courteous, professional and tactful at all times.
- Display a professional appearance.
- Maintain a positive working relationship with faculty, staff, board members, parents, students, visitors, authorizer and community.
- Motivate and create a shared vision within the Charter School community.
- Be respected as an adult learner and as an individual.
- Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Required educational level / credentialing:

Charter School teachers will be required to hold a California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, in accordance with Education Code section 47605(l), and shall meet applicable “highly qualified” requirements required by the Every Student Succeeds Act through prior experience and extensive professional development.

Student to teacher ratio will be in accordance with Education Code Section 51745.6. The Charter School will maintain auditable files of teacher credentials on-site in compliance with applicable law.

Teacher Recruitment

The Charter School will develop a comprehensive teacher recruitment policy to attract highly-qualified, credentialed teachers. The Charter School recruitment strategies for employing highly qualified teachers include using established teacher credentialing services, such as EdJoin, Monster.com, college employment fairs, among other generally acceptable strategies.

The Charter School will advertise locally, regionally and nationally to attract the best staff, using Internet resources as well as local and regional newspapers forums and national periodicals. We will also host local job fairs and attend area college/university job fairs.

Teachers will be required to hold a degree in education or related discipline (*i.e.* social science, humanities), hold the appropriate certification, demonstrate competence in all areas of content responsibility, demonstrate computer literacy, be respected as a professional educator and as an individual, and exhibit excellent verbal and written expression as well as strong interpersonal skills. Additional qualifications for staff positions are available upon request. Additionally, thorough background screenings will be performed on all staff at the Charter School.

Professional Development

The Charter School is committed to providing continuous opportunities to better teaching and leadership at the Charter School.

Teachers will engage in pedagogy trainings as well opportunities in subject matter, licensure, or continued education experiences in their fields. Our approach is two-fold. Teachers and leaders will work on their own development in their fields of expertise as well as receiving cross-curricular training to understand curriculum implementations. This is crucial for we believe that for teachers and leaders to be effective, they must maintain high standing in their own respect and take ownership of their careers. This leads to the second cadre of our approach – a focus on curricular, instructional, and instructional-climate strategies to improve student success. Teachers and leaders must be armed with the confidence, knowledge, tools, and experience to maximize effectiveness. We therefore pair student performance data, parent satisfaction data and climate findings with instructional strategies that reinforce progress and success or meet the need to change what's ineffective.

Teacher Training and Support: A Rand (Critical Technologies Institute, March 1995) study found that new teaching strategies can require as much as 50 hours of instruction, practice, and coaching before teachers can effectively use them. University Prep provides teachers with ongoing training and devote at least 20 days the first year and 15 days each additional year towards professional development. Teachers new to University Prep receive and participate in two weeks of pre-service training. This training gives teachers a solid set of tools, strategies and resources to help them implement the curricula successfully—and bring success to students. Week 1 of pre-service training is presented by University Prep staff in a style that models the effective teaching strategies teachers are to use in their real and/or virtual classrooms. Not only do participants learn about effective teaching strategies, they experience them. During each day of the five-day training, teachers explore, practice, and apply pedagogical philosophies, and

strategies in community building, classroom and/or online educational management, informal and formal assessment, and effective teaching.

During Week 2 of pre-service training, new teachers are joined by returning teachers. During this week, teachers apply their new knowledge--gained during Week 1--even more specifically. Teachers work together to become familiar with their curricula, identify and apply effective teaching strategies, and connect with standards. Teachers then write lesson plans to reflect these goals. They also practice implementing lessons for their peers and supervisors—gaining valuable feedback to ensure that their first days in the classroom are confident and successful.

During training, teachers also receive brief checklists outlining the essential elements that should be evident as they teach language arts, math, science, and social studies. They understand that these checklists can and will be used by their Program Facilitator and Principal for informal review of their teaching practices in action. These checklists serve as excellent tools for discussion, feedback and tracking of teacher growth. Teachers are encouraged to keep their checklists in a prominent or easily accessible place so that they have an ongoing reminder of key aspects of an effective learning environment.

Teachers receive ongoing support from their program facilitators during weekly grade group meetings and an additional 5 in-service days throughout the year. During these meetings program facilitators address teachers concerns and provide additional information, resources, and strategies to ensure that teachers continue to create educational experiences that foster student achievement. A University Prep newsletter is also sent out to educational staff on a regular basis, providing them with updates, hints, reminders, and other information that will support them in meeting the needs of their students.

In-service education at the Charter School will be tailored to the student population and to instructional strategies. Several strategies will support ongoing teacher training. One or more in-house curriculum specialists provide regular teacher training and curriculum support. These program facilitators provide ongoing professional development, pedagogical training and teaching support. Workshops provided for teaching staff will include, but are not limited to, reclaiming youth at risk, resiliency training, and the application of technology in instructional settings, Common Core State Standards, assessment, and the development of instructional learning work plans.

To reward excellence in teaching and mentoring, University Prep has a professional track including a variety of seminars and conferences teachers may attend based on their individual professional development plan. The Charter School will allocate resources to professional development opportunities as part of our efforts to attract and maintain highly qualified staff. University Prep will also work with the Charter School to implement strategies to ensure that we do not lose our most valuable resource—trained, committed teachers—to the competition, be it charter, district, or private. New charter schools tend to attract risk takers who are excited by the possibility of starting from scratch and creating a new school of choice in communities that have had few or no educational options. Such staff members energize the Charter School and contribute to the vitality and flexibility that will undoubtedly become a defining tenet of the Charter School's school culture.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school 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, the Charter School will adopt and implement full health and safety procedures in consultation with its insurance carriers and risk management experts to implement the above policies. The Charter School will maintain a copy of facilities inspections on file. Safety and disaster plans appropriate to the facilities will be developed.

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

- **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Head of School of the Charter School shall monitor compliance with this policy and report to the Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be 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 non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

- **TB Testing**

Employees will be tested for tuberculosis prior to commencing employment as required by Education Code Section 49406.

- **Immunizations**

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

- **Medication in School**

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

- **Vision, Hearing/Scoliosis**

Students will be screened for vision, hearing and scoliosis in accordance with Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

- **Diabetes**

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

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

- **Blood borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

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

- **Drug Free/Alcohol Free/Smoke Free Environment**

The Charter School shall function as a drug, alcohol and tobacco free workplace.

- **Facility Safety**

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire

alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Sexual Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's sexual harassment policy.

ELEMENT 7: 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)

The Charter School will implement a student recruiting strategy that will ensure that the student population at the Charter School will be reflective of the general population residing within the territorial jurisdiction of the District. The Charter School will monitor the racial and ethnic balance among its students on an annual basis and implement remedial measures if the Charter School's student population is not reflective of the general student population of the District. The Charter School will engage in a variety of means and strategies to try to achieve a racially and ethnically diverse student population. These strategies include the following:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the district.

Student recruitment efforts may include, but are not limited to, direct mail, print advertising, and informational meetings directed toward targeted student populations to recruit students from the various racial and ethnic groups represented in the district.

ELEMENT 8: ADMISSIONS REQUIREMENTS

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

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor 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). The Charter School shall comply with all applicable legally required minimum and maximum age requirements.

Upon admission to the Charter School, the registration process is comprised of the following:

- Completion of a student registration form;
- Proof of Immunization;
- Home Language Survey;
- Completion of Emergency Medical Information Form;
- Proof of minimum and maximum age requirements, e.g. birth certificate;
- Execution of a master agreement as required by independent study law.

All students who wish to attend the Charter School shall be admitted, subject only to capacity. Admission to the Charter School shall not be determined by the place of residence of the student or his or her parent in the State, except as provided in Education Code Section 47605(d)(2) and Education Code Section 51747.3.

If the number of students who wish to attend the Charter School exceeds the Charter School's capacity, admission, except for existing students of the Charter School, shall be determined by a public random drawing. In the case of a public random drawing, the following will be given preference for admission to the Charter School:

1. Existing students enrolled in the Charter School
2. Siblings of existing students enrolled in the Charter School
3. Children of Charter School employees
4. Students who reside in the District
5. Students who reside in San Diego County
6. All other applicants

The Charter School and District mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made at the Charter School's discretion without any need to materially revise the charter as long as such modifications are consistent with the law and written notice is

provided by the Charter School to the District.

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 current school year. In no circumstance will a wait list carry over to the following school year.

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

The Charter School will conduct the lottery in the spring for enrollment in fall of that year should it be necessary.

ELEMENT 9: INDEPENDENT FINANCIAL AUDIT

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)

An annual independent fiscal audit of the books and records of the Charter School will be conducted as required under the Charter Schools Act, section 47605(b)(5)(I) and 47605(m). The books and records of the Charter School and the operating corporation University Prep will be kept in accordance with generally accepted accounting principles, and shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and shall be included by the State Controller's Office on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

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

ELEMENT 10: SUSPENSION/EXPULSION PROCEDURES

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

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

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

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

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

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

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive

educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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

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

2) “Electronic Act” means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

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

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

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

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

- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) "Electronic Act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

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

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

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

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

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

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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

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

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

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

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

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

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

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

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by

the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

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

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

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative

procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

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

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

I. Written Notice to Expel

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

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

J. Disciplinary Records

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

K. No Right to Appeal

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

L. Expelled Pupils/Alternative Education

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

M. Rehabilitation Plans

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

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at

the time the student seeks readmission.

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

1. Notification of District

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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

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

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the

Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

4. Due Process Appeals

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

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

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

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

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

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

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

ELEMENT 11: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employee's Retirement System, or federal social security. —California Education Code Section 47605(b)(5)(K)

The Charter School will structure its employee compensation plan in a manner that will attract candidates with the necessary skills and experience.

All Charter School employees will participate in the Social Security system and full time employees will have access to University Prep's 401(k) program.

The Principal shall coordinate and ensure appropriate arrangements are made for coverage in applicable retirement programs.

ELEMENT 12: 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 the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school—California Education Code Section 47605(b)(5)(M)

No person shall be required to work at the Charter School. Persons employed at the Charter School are not considered employees of the District for any purpose whatsoever. Employees of the District who resign from District employment to work at the Charter School and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment. The Charter School shall not have any authority to confer any rights to return on District employees. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT 14: DISPUTE RESOLUTION

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)

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of the Charter School or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the University Prep's Principal. If the dispute is not resolved at this meeting, the parties will proceed to step 3.
3. The District shall send written notification to the Charter School setting forth the violation or issue and demanding that it be cured. The Charter School shall have a reasonable amount of time not to exceed thirty(30) calendar days, or such longer period as is agreed to in writing between both parties, after the date such written notice is sent to cure the violation or issue. All periods of time from the Notice Date through the completion of this formal time given for cure (as well as any time during which any informal attempts at resolution are required of the parties), shall constitute the reasonable cure period required by Education Code Section 47607 prior to revocation of a charter. If the violation or issue is not cured within this time period, the parties will proceed to Step 4.
4. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

ELEMENT 15: PUBLIC SCHOOL EMPLOYER

Governing Law: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.—California Education Code Section 47605(b)(5)(O)

University Prep shall be deemed the exclusive public school employer of the Charter School employees for purposes of the Educational Employment Relations Act (“EERA”). University Prep will comply with the EERA.

ELEMENT 16: CLOSURE PROCEDURES

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

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

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

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

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

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

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

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified

Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

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

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

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

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

MISCELLANEOUS PROVISIONS

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)

Financial Reporting

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

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Insurance

The Charter School shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance and based on District Insurer recommendations. The District Board of Education shall be named as an additional insured on all policies of the Charter School. Prior to opening, the Charter School shall provide evidence of the above insurance coverage to the District.

Administrative Services

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

The board reserves the right to contract with outside services suppliers to assist in the day-to-day management of the Charter School.

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)

University Prep will maintain an office space within district boundaries located at **4612 Dehesa Road, El Cajon, CA 92019**. An additional administrative office will be located at **4684 Ontario Mills Parkways, Suite 100, Ontario, CA 91764**.

LIABILITY IMPACT ON THE DISTRICT

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

Intent

This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Charter School on the District.

Civil Liability

A California non-profit public benefit corporation shall operate the Charter School. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d. The specific purposes for which the corporation is organized are for the operation of a California public charter school for educational services in accordance with the Education Code Section 47600, *et seq.*

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. As stated above in the Governance section, the Articles of Incorporation, bylaws and Conflict of Interest Code are attached as Appendix. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Charter School.

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

The corporate bylaws of Charter School shall provide for indemnification of the Charter School's Board of Directors, officers, agents, and employees, and the Charter School will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. The District shall be named an additional insured on the general liability insurance of the Charter School.

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

The Board of Directors will institute appropriate risk-management practices, including screening of employees, establishing codes of conduct for students, and dispute resolution.

CONCLUSION

By approving this charter, the Dehesa School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; 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. The Petitioners are 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, the Petitioners pledge 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 of a charter term from July 1, 2018 through June 30, 2023.

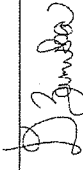
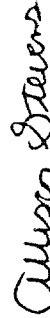
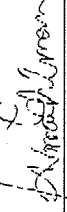

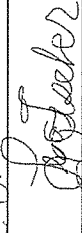

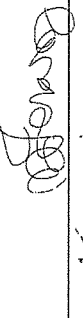

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**Charter Petition Signatures
Teachers**

I, Justin Schmitt, as petitioner, certify that under California Education Code Section 47605(a) the undersigned represent fifty percent (50%) or greater of the number of teachers meaningfully interested in teaching at the charter school.

The undersigned understand that signing the charter petition declares their intention to actively participate in the formation of the school, they are meaningfully interested in teaching at the charter school and that they have been informed of the contents of the charter petition.

Signature	Printed Name	Type of Credential
	D Zamiska	Multiple Subject Professional Clear/ Reading Specialist
	A. Stevens	Multiple Subject Professional Clear
	A. Estleman	Multiple Subject Professional Clear
	D. Hughes	Multiple Subject Professional Clear
	L. Fischer	Multiple Subject Professional Clear
	S. Giese	Multiple Subject Professional Clear
	M. Teramura	Multiple Subject Professional Clear
	A. Keegan	Single Subject Clear

**University Prep Academy
Five Year Budget Projection**

	FY19	FY20	FY21	FY22	FY23
Enrollment	250	315	372	416	602
Fund Balance, Beginning	0	103,524	258,111	445,164	659,308
REVENUES					
LCFF	2,129,004	2,950,518	3,578,826	4,106,993	6,224,313
EPA	45,000	56,700	66,960	74,880	108,360
Special Education		178,605	210,924	235,872	341,334
Lottery		53,582	63,277	70,762	102,400
Mandated Cost		6,914	8,063	8,518	14,141
Total Revenues	2,174,004	3,246,319	3,928,050	4,497,025	6,790,548
EXPENDITURES					
INSTRUCTION					
Classroom Teachers	789,250	1,040,119	1,303,037	1,517,743	2,489,098
Specialty Teachers/Counselors	51,763	106,114	108,765	111,486	171,410
Student support/Classified	43,563	44,652	137,305	140,735	144,253
Retirement	84,101	114,623	141,180	162,923	266,051
Payroll Taxes	28,796	37,900	54,212	60,940	91,684
Health Insurance	116,095	176,308	231,525	275,250	451,582
Workers Compensation	22,114	29,772	38,728	44,249	70,119
Professional Development	10,000	46,000	59,800	65,780	85,514
Special Education	67,500	178,605	210,924	235,872	341,334
Travel	65,000	91,000	109,200	120,120	168,168
Textbooks & Instructional Supplies	375,000	487,500	536,250	589,875	778,635
Student Activities/Field Trips	10,000	14,000	16,800	18,480	24,024
Student Assessment	5,000	7,500	9,000	10,800	14,040
Software	50,000	65,000	71,500	78,650	110,110
IT Services	5,000	6,500	7,800	8,970	11,661
Contracted Services-Educational Consultants	65,220	195,469	194,226	194,226	336,006
Total Instruction	1,788,403	2,641,062	3,230,251	3,636,099	5,553,689
SCHOOL ADMINISTRATION					
Principal/Director	41,000	84,050	86,151	88,305	181,025
Admin Support	0	36,772	37,691	77,267	79,199
Retirement	4,100	8,405	8,615	8,831	18,103
Payroll Taxes	1,210	5,844	5,990	9,675	12,587
Workers Compensation	1,025	3,021	3,096	4,139	6,506
Health Insurance	7,490	8,014	17,150	27,525	39,268
Legal Fees	5,000	7,500	9,000	10,800	14,040
Contracted Services - Audit	7,000	10,500	12,600	15,120	18,144
Business Services	65,220	96,284	116,536	133,451	201,603
Insurance-General	7,000	9,100	10,010	11,011	15,415
District Fees-Oversight	43,480	60,144	72,916	83,637	126,653
Student Information System	7,000	10,000	12,000	14,400	18,720
Communications	31,000	44,000	51,775	56,953	72,711
Administration Other	61,553	67,036	67,216	105,668	109,526
Total School Administration	282,078	450,670	510,746	646,782	913,499
Total Expenditures	2,070,480	3,091,732	3,740,998	4,282,880	6,467,188
Excess Revenues over Expenditures	103,524	154,587	187,052	214,145	323,360
FUND ENDING BALANCE	103,524	258,111	445,164	659,308	982,668
Required 5% Reserve	103,524	154,587	187,050	214,144	323,359
Reserve Met	no	yes	yes	yes	yes

3966287

ARTS-PB-501(c)(3) Articles of Incorporation of a Nonprofit Public Benefit Corporation

To form a nonprofit public benefit corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! California nonprofit corporations are not automatically exempt from paying California franchise tax or income tax each year. A separate application is required in order to obtain tax exempt status. For more information, go to https://www.frb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: Before submitting this form, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California
DEC - 5 - 2016

CC This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

① The name of the corporation is ONLINE OF SOUTHERN CALIFORNIA

Corporate Purpose (Item 2a: Check one or both boxes. Item 2b: The specific purpose of the corporation must be listed if you are organizing for "public" purposes, or if you intend to apply for tax-exempt status in California.)

- ② a. This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: public purposes. charitable purposes.
- b. The specific purpose of this corporation is to manage, operate and promote California charter school

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation as the address for service of process is already on file.)

③ a. **Jason Schrock**
Agent's Name

b. 3300 Macarthur Blvd, Suite 330 Irvine CA 92660
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box *City (no abbreviations)* *State Zip*

Corporate Addresses

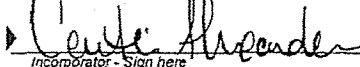
④ a. 3300 Macarthur Blvd, Suite 330 Irvine, CA 92660
Initial Street Address of Corporation - Do not list a P.O. Box *City (no abbreviations)* *State Zip*

b. _____
Initial Mailing Address of Corporation, if different from 4a *City (no abbreviations)* *State Zip*

Additional Statements (The following statements are required to obtain tax exemption from the Internal Revenue Service or the California Franchise Tax Board under Internal Revenue Code section 501(c)(3). Note: Corporations seeking other types of tax exemptions should not use this form.)

- ⑤ a. This corporation is organized and operated exclusively for the purposes set forth in Article 2a hereof within the meaning of Internal Revenue Code section 501(c)(3).
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- c. The property of this corporation is irrevocably dedicated to the purposes in Article 2a hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.



Incorporator - Sign here

Caitlin Alexander

Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

University Prep | 2018-2019 CALENDAR

<p>4 Independence Day</p>	<p>JULY 2018</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p>21 MLK Day 1 New Year's Day</p>	<p>JANUARY 2019</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table> <p>18 School Days</p>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31															
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JACK O'CONNELL
State Superintendent of
Public Instruction
PHONE 916-319-0810

December 2004

Dear Charter School Administrators and Authorizers:

Charter school officials have asked what the required attendance accounting audit trail is for their schools' nonclassroom-based independent study average daily attendance (ADA).

Education Code (EC) Section 47612.5 sets forth specific requirements with which charter schools must comply as conditions of apportionment. Among other things, *EC Section 47612.5* requires that charter schools that provide nonclassroom-based independent study must comply with the provisions of Article 5.5 (commencing with *EC Section 51743*) of Chapter 5 of Part 28 of the *Education Code* and implementing regulations adopted thereunder.

Within the referenced Article 5.5, *EC Section 51747.5(b)* specifically limits the amount of apportionment credit that may be claimed for nonclassroom-based independent study to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher. Pursuant to *EC Section 47612.5* and *EC Section 51747.5(b)* thereby clearly requires that charter school nonclassroom-based independent study teachers, as one condition of apportionment, assess and record the time value of their students' work.

In traditional schools, teachers assess the time value of nonclassroom-based independent study work to determine the completion of at least the "minimum day" defined in law for the grade level of the student and thereby record a "day of attendance." Those minimum day definitions do not apply to charter schools, however. Charter nonclassroom-based independent study school teachers, therefore, have no *statutory* standards on which they must base their time value calculations. The absence of a statutory minimum day standard for charter schools also means that *EC Section 51747.5(b)* alone cannot reasonably provide a complete basis for determining apportionment credit for nonclassroom-based independent study. *EC Section 51747.5(b)* acts as a nonclassroom-based independent study-only requirement *beyond* the fundamental charter school ADA provisions in Title 5, which can be found by searching the *California Code of Regulations (CCR)*.

CCR Section 11960, which can be found by searching the *California Code of Regulations (CCR)* defines "attendance," for use in calculating charter school ADA, as occurring when "charter school pupils [are] engaged in educational activities required of them by their charter schools on days when school is actually taught in their charter schools" - with the proviso that "no charter school pupil may generate more than one day of attendance in a calendar day." To those provisions, then, *EC Section 51747.5(b)* in effect adds the requirement that the amount of work done by the student on

a day of nonclassroom-based independent study attendance must have a time value, judged as required, of at least one day.

To put the matter another way, the minimum *amount* of work necessary to constitute a charter school day of nonclassroom-based independent study attendance is within the charter school's and teacher's discretion to determine - but whatever that minimum amount of work is, it *must* be done *on* the scheduled school day for which it is claimed as attendance for ADA purposes. Any amount of work done beyond the minimum on that day generates no further ADA credit. The central elements of the audit trail for charter school nonclassroom-based independent study ADA, then, are (1) the calendar showing which days are school days and (2) contemporaneous records for each student identifying clearly each school day in that calendar on which the student "engaged in [required] educational activities" to an extent sufficient to constitute at least one day of time value. Charter schools annual calendar must meet or exceed 175 days in any fiscal year in order to generate full apportionment credit, unless the charter school has a State Board of Education approved waiver. In addition, EC Section 47612.5 requires charters to "offer at a minimum, the same number of minutes of instruction set forth in EC Section 46201 for the appropriate grade levels."

Other record-keeping requirements specific to nonclassroom-based independent study are set forth in CCR Section 11703 which can be found by searching the *California Code of Regulations (CCR)* CCR Section 11700, which can be found by searching the *California Code of Regulations (CCR)*, is one of the "implementing regulations" referred to in EC Section 47612.5, meaning that all its provisions are applicable to charter schools as conditions of apportionment.

We conclude that both methods of attendance accounting are required for charter schools offering nonclassroom-based independent study instruction. We strongly recommend charter schools work directly with their auditor to develop appropriate and adequate record keeping and bookkeeping procedures to insure that the charter school remains compliant with both time value and contemporaneous record requirements.

For additional information, you may contact the Charter Schools Division at 916-322-6029 or the School Fiscal Services Division at 916-324-4541.

Sincerely,

Marta Reyes, Director

Charter Schools Division

Scott Hannan, Director

School Fiscal Services Division

Last Reviewed: Friday, July 7, 2017

**BYLAWS
OF
ONLINE OF SOUTHERN CALIFORNIA**
(A California Non-profit Public Benefit Corporation)

NAME

The name of this corporation is: Online of Southern California

PRINCIPAL OFFICE OF THE CORPORATION

The principal office for the transaction of the activities and affairs of this corporation is to be determined, or such other place as the Board of Directors (the "Board") may designate from time to time.

OTHER OFFICES OF THE CORPORATION

The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

GENERAL AND SPECIFIC PURPOSES

The purpose of this corporation is to create, manage, operate, guide, direct and promote the University Prep ("Charter School"). Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any activities that are not permitted by:

- A corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or
- A corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

CONSTRUCTION AND DEFINITIONS

Unless the context indicates otherwise, the general provisions, rule of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

DEDICATION OF ASSETS

This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the University Prep Charter. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

CORPORATIONS WITHOUT MEMBERS

This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of non voting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

BOARD OF DIRECTORS

GENERAL POWERS.

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the Corporation's activities to any person(s), management company or committees (Article VII, Section 21), however composed, provided that all corporate powers shall be exercised under the ultimate direction of the Board.

SPECIFIC POWERS.

Without prejudice to the general powers set forth in these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

Subject to any applicable contractual or other legal requirements, appoint and remove, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

DESIGNATED DIRECTORS AND TERMS

The authorized number of directors shall be not less than (3) and not more than five (5), as set by the adopted Bylaws of the Board, unless changed by amendment to these bylaws. The qualifications for directors are generally the ability to attend Board meetings, a willingness to actively support and promote University Prep Charter School, and a dedication to its educational philosophy and goals. In addition, directors should demonstrate leadership, initiative and a high level of professionalism. Directors must be able to work effectively as a member of a team and to put aside all personal agendas so that the best interests of the school as a whole are put foremost. It is in the best interests of the school that directors include persons who can represent the interests of the following constituencies:

Community Representatives: Three directors may be selected from the University Prep Charter School community.

District Representative: A person selected by the Dehesa School District is permitted to serve as a member and may participate as a voting member and be counted as a member for or against a quorum.

Directors shall be chosen from nominations as specified in the Bylaws at an annual meeting as needed to fill vacancies.

RESTRICTION ON INTERESTED PERSONS AS DIRECTORS

No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

DIRECTORS' TERM

Each director shall hold office for a 3-year term or until a successor director has been designated, qualified and voted on. In order to provide continuity of leadership, directors' terms shall be staggered in such manner, as the Board deems appropriate.

NOMINATIONS BY COMMITTEE

The Board of Directors may appoint a Nominating Committee. The Nominating Committee shall designate qualified candidates for any election to the Board of Directors, according to the composition criteria set forth in the Bylaws. The Nominating Committee shall make its report to the Board at least seven (7) days before the date of the election or at such other time as the Board of Directors may set. The Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates designated by the Nominating Committee. The Nominating Committee may also solicit and designate qualified candidates for election to Standing Committees.

USE OF CORPORATE FUNDS TO SUPPORT NOMINEE

If more people have been nominated for director than can be elected, no Corporation funds may be expended to support a nominee.

EVENTS CAUSING VACANCIES ON BOARD

A vacancy or vacancies on the Board of Directors shall occur in the event of the death or resignation of any director, the removal of a director with or without cause, by resolution of the Board as noted below; the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; and

The increase of the authorized number of directors and failure to meet the qualifications established by these bylaws; or

Any director may be removed, with or without cause, by a two thirds vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given. Any vacancy caused by the removal of a director shall be filled as provided in for in the Bylaws; or

Any director who does not attend three successive Board meetings will automatically be removed from the Board without Board resolution unless:

- The director requests a leave of absence for a limited period of time, and the leave is approved by the directors at a regular or special meeting (if such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present),
- The director suffers from an illness or disability that prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection; or
- The Board by resolution of the majority of Board members must agree before a director who has missed three meetings may be reinstated.

RESIGNATION OF DIRECTORS

Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the Corporation. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS

Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

VACANCIES FILLED BY BOARD

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

NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS

Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

PLACE OF BOARD OF DIRECTORS MEETINGS

Meetings shall be held at the principal office of the Corporation in San Diego or surrounding counties within the jurisdiction of the corporation. The Board of Directors may designate that a meeting be held at any place within San Diego or counties contiguous to San Diego County that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and current provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., or as said chapter might be modified by subsequent legislation.

MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT

Conference telephone, video screen communication, or other communications equipment may be used to hold any Board of Directors meeting. Participation in a meeting shall constitute presence in person at the meeting if all of the following apply:

- Each member participating in the meeting can communicate concurrently with all other members.
- Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.
- The Board of Directors has adopted and implemented a means of verifying both of the following:
 - A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors' meeting.
 - All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.
- All locations of telephonic communication must be open to the public.
- The meeting is held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

ANNUAL AND REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held on a quarterly basis as scheduled and authorized by the members of the Board. Advance notice of any such meetings shall be posted in a conspicuous location on University Prep Charter School's primary campus and on the School's Web site no later than three (3) days prior to any such meeting. The Board of Directors shall hold an annual meeting for purposes of organization, election of officers, and transaction of other business. The Board may hold regular, special and emergency meetings. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

AUTHORITY TO CALL SPECIAL MEETINGS

The Chairman of the Board or a majority of the directors may call special and emergency meetings of the Board of Directors for any purpose at any time.

NOTICE OF SPECIAL OR EMERGENCY MEETINGS

Notice of the time and place of special or emergency meetings shall be given to each director by

Personal delivery of written notice;

First-class mail, postage prepaid;

Telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director via:

Telegram;

Facsimile;

Electronic mail;

Or other electronic means

All such notices shall be given or sent to the director's address or telephone number as shown on the Corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation which are applicable to the type of meeting called. Notice of the time and place of special or emergency meetings shall be given to all media who have provided timely written notice to University Prep Charter School. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office and the business to be transacted at the meeting. All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter might be modified by subsequent legislation.

QUORUM

A majority of the number of directors actively serving (not to include vacant positions and non voting directors in the calculation of a quorum) shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to approval of contracts or transactions in which a director has a direct or indirect material financial interest, approval of certain transactions between corporations having common directorships, creation of and appointments to committees of the Board, and indemnification of directors.

A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

ADJOURNMENT

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

COMPENSATION AND REIMBURSEMENT

Directors may receive compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be fair and reasonable as to the Corporation at the time that the resolution is adopted.

CREATION OF POWERS OF COMMITTEES

The Board, by resolution adopted by a majority of the directors then in office, may create one or more standing and/or ad hoc committees, to serve at the pleasure of the Board. These committees may include the following:

- The Nominating Committee;
- The Finance Committee;
- The Educational Program Committee;
- The Policy Committee; and
- The Compensation Committee

Authorized committees that shall exercise the authority of the Board shall consist of two or more directors. Authorized committees that do not exercise the authority of the Board, may consist of any individuals recommended by the Nominating Committee and approved by the Board or, in the absence of a Nominating Committee, by the Board itself. Initial and subsequent appointments to committees of the Board shall be made from a slate of candidates designated by the Nominating Committee or, in the absence of a Nominating Committee, by the Board itself, and representing stakeholders appropriate for the subject matter of the committee. The Board of

Directors shall approve all committee appointments. Committees shall report to the Board on a periodic basis. Subject to the approval of the Board, each committee shall establish its own bylaws to address, among other matters, purpose, committee membership, meetings, and duties. Committees of the Board of Directors shall have all the authority to the extent provided in the Board of Directors' resolution establishing the committee, except that committee actions potentially involving substantial liability or major policy decisions, as determined by the President or the Board, shall be approved by the Board and no committee may:

- Fill vacancies on the Board of Directors or any committee of the Board;
- Fix compensation of the directors for serving on the Board of Directors or on any committee;
- Amend or repeal bylaws or adopt new bylaws;
- Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, and other Board of Directors' actions, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

NON-LIABILITY OF DIRECTORS

No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS

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

OFFICERS OF THE CORPORATION

OFFICES HELD.

The officers of this corporation shall be a president, a secretary, and a chief financial officer. The Corporation, at the Board's direction, may also have a chairman of the board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

DUPLICATION OF OFFICE HOLDERS

The same person may hold any number of offices, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

ELECTION OF OFFICERS

The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract. Officers' terms may be staggered to provide continuity of leadership.

APPOINTMENT OF OTHER OFFICERS

The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

REMOVAL OF OFFICERS

Subject to any applicable contracts, collective bargaining requirements or other legal requirements, without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. Any other officer on whom the Board of Directors confers the power of removal may remove an officer who was not chosen by the Board of Directors.

RESIGNATION OF OFFICERS

Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

VACANCIES IN OFFICE

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

CHAIRMAN OF THE BOARD

If a chairman of the Board of Directors is elected, he or she shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a chairman of the Board of Directors is elected, there may also be a vice-chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman, or other officer as designated by the Board, shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

PRESIDENT

The chief executive officer of University Prep Charter School shall be the President. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to the President's contract of employment, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. In the absence of a Chairman of the Board, the President shall preside at all meetings of the Board of Directors meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

VICE-PRESIDENTS

If the President is absent or disabled, any vice-president or other person designated by the Board shall perform all duties of the president. When so acting, this person shall have all powers of and be subject to all restrictions on the President.

SECRETARY

The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings. The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of members of the Board of Directors, and of committees of the Board of Directors, that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or bylaws may require.

CHIEF FINANCIAL OFFICER

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times. The Chief Financial Officer shall:

- Deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate;
- Disburse the Corporation's funds as the Board of Directors may order;
- Render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and
- Have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

CONTRACTS WITH DIRECTORS AND OFFICERS

No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless

The material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officer, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Directors prior to the Board's consideration of such contract or transaction;

Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors;

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

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

This does not apply to a transaction that is part of an educational or charitable program of this corporation if it:

Is approved or authorized by the Corporation in good faith and without unjustified favoritism and

Results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

LOANS TO DIRECTORS AND OFFICERS

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

INDEMNIFICATION

To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

INSURANCE

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

MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep:

- Adequate and correct books and records of account;
- Written minutes of the proceedings of the Board, and committees of the Board; and
- Such reports and records as required by law

DIRECTORS' RIGHT TO INSPECT

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

ACCOUNTING RECORDS AND MINUTES.

On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors, and committees of the Board of Directors at any reasonable time. The director's agent or attorney may make in person or any such inspection and copying. This right of inspection extends to the records of any subsidiary of the Corporation.

MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS

This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ANNUAL REPORTS.

The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- The principal changes in assets and liabilities, including trust funds;
- The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- The Corporation's expenses or disbursements for both general and restricted purposes;
- Any information required under these bylaws; and
- An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS

As part of the annual report, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director a statement of any transaction or indemnification of the following kind:

Any transaction in which the Corporation, or its parent or subsidiary, was a party and in which an "interested person" had a direct or indirect material financial interest, and involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000.

For this purpose, an “interested person” is either: (1) any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

AMENDMENT TO BYLAWS

These bylaws may be amended by a majority vote of the Board of Directors at a meeting in which a quorum is present. These bylaws may not be amended to include any provision that conflicts with law, the Articles of Incorporation, or University Prep.

I certify that I am the duly elected and acting Secretary of Online of Southern California, a California Nonprofit Public Benefit Corporation; that these bylaws are the bylaws of this corporation as adopted by the Board of Directors on (Date) _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

Conflict of Interest Policy

Purpose:

The Fair Political Practices Commission (FPPC) has determined that a charter school constitutes a “local government agency.” As such, a charter school leader, board members, executive director, director, principal, assistant principal, coordinator and financial manager are subject to the same conflict-of-interest and disclosure requirements as any other public agency.

Unless lawmakers and/or the courts clarify otherwise, University Prep is abiding by the FPPC’s guidance in the spirit of good ethics and has incorporated this disclosure requirement into the University Prep, Charter, and the University Prep Charter School Conflict of Interest Code.

Filing a Form 700 - Statement of Economic Interests (SEI) is a state-mandated requirement for individuals who make decisions or advise on decision making at any government agency in California. The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Under the Act, these individuals are required to disclose assets and income, which may be materially affected by their official actions. California law requires these designated individuals to file a Form 700 when they first assume office, annually thereafter, and when they leave office.

University Prep Charter School Designated Individuals:

Position	Category
Board Members	1 and 2
CEO	1 and 2
Principal	2
Director of Business Services	1 and 2
Director of School Improvement	2
Director of School Operations	2

University Prep Charter School Disclosure Categories:

1. All interests in real property, all investments, all income, including gifts, loans, travel payments, and business positions that may represent an appearance of a conflict of interest in matters related to University Prep Charter School.
2. Investments and business positions in business entities and income, including gifts, loans, and travel payments, from sources of the type which, within the last two calendar years, have contracted with the University Prep Charter School to supply goods or services.

The purpose of the conflict of interest policy is to protect University Prep Charter School interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of University Prep Charter School or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable

state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Definitions:

1. Interested Person-

Any director, principal officer, key employee or member of a committee with board of director-delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest-

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which University Prep Charter School has a transaction or arrangement.
- b. A compensation arrangement with University Prep Charter School or with any entity or individual with which University Prep Charter School has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which University Prep Charter School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Procedures:

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the board of directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the board of directors shall determine whether University Prep Charter School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in University Prep Charter School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

Violations of the Conflicts of Interest Policy

- a. If the governing board of directors has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board of directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

Records of Proceeding:

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the governing board of director's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Annual Statements:

Each board member, executive director, and member of a committee with governing board-delegated powers shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands University Prep Charter School is a non-profit and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Periodic Reviews:

To ensure University Prep Charter School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews, shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to University Prep Charter School written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit.
- c. When conducting the periodic reviews as provided for in Article VII, University Prep Charter School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of directors of its responsibility for ensuring periodic reviews are conducted.

University Prep Charter School

Conflict of Interest Certification

I, _____, Board Member/Director/Officer of University Prep Charter School hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:




1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate of University Prep Charter School which impairs my ability to exercise good judgment on behalf of University Prep Charter School, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, University Prep Charter School may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read University Prep Charter School Conflict of Interest Policy. I understand University Prep Charter School Conflict of Interest Policy and accept and agree to comply with the information contained within University Prep Charter School Conflict of Interest Policy
6. I understand University Prep Charter School is a non-profit organization and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish on or more of its tax-exempt purposes.

Print Name










Sign Name and Date

K–8 Course List

English/Language Arts

Language Arts Blue (K)
 Language Arts Green (1)
 Language Arts Orange (2)
 Language Arts Purple (3)
 Language Arts 4
 Language Arts 5
 Intermediate English A
 Intermediate English B
 Literary Analysis and Composition
 MARK¹² Reading I (Remediation) 
 MARK¹⁷ Reading II (Remediation) 
 MARK¹² Reading III (Remediation) 

Math

Math Plus Blue (K) 
 Math Plus Green (1) 
 Math Plus Orange (2) 
 Math Plus Purple (3) 
 Math Plus Red (4) 
 Math Plus Yellow (5) 
 Intermediate Mathematics A
 Math 6: Fundamentals of Geometry & Algebra
 Intermediate Mathematics B
 Math 7: Pre-Algebra
 Intermediate Mathematics C
 Math 8: Algebra
 Math 6 
 Math 7 
 Math 8 

Physical Education

Physical Education 6
 Physical Education 7
 Physical Education 8

Science

Science K
 Science 1
 Science 2
 Science 3
 Science 4
 Science 5
 Earth Science
 Life Science
 Physical Science
 Advanced Life Science
 Advanced Physical Science

History/Social Sciences

History K
 History 1
 History 2
 History 3
 History 4
 American History A
 American History B
 Intermediate World History A
 Intermediate World History B

World Languages

Elementary Spanish 1
 Elementary Spanish 2
 Elementary French 1
 Elementary French 2
 Elementary German 1
 Elementary German 2
 Elementary Latin 1
 Middle School Spanish 1
 Middle School Spanish 2
 Middle School French 1
 Middle School French 2
 Middle School German 1
 Middle School German 2
 Middle School Latin 1
 Middle School Latin 2
 Middle School Chinese 1
 Middle School Chinese 2

Art



Art K
 Art 1
 Art 2
 Art 3
 Art 4
 Intermediate Art: American A
 Intermediate Art: American B
 Intermediate Art: World A
 Intermediate Art: World B

Music

Preparatory Music
 Beginning 1 Music
 Beginning 2 Music
 Introduction to Music
 Intermediate 1 Music
 Intermediate 2 Music
 Intermediate 3 Music
 Exploring Music
 Music Concepts A
 Music Concepts B
 Music Appreciation

Orientation

Welcome to Online Learning
 Grades K–2
 Welcome to Online Learning
 Grades 3–5
 Welcome to Online Learning
 Grades 6–8

 = adaptive learning technology
 = new course

Course materials will be available in various formats, including physical and/or digital.

2017-2018 Courses 9-12

Language Arts

English 9 A *
English 9 B **
English 10 A *
English 10 B **
English 11 A *
English 11 B **
English 12 A *
English 12 B **
Journalism A
Journalism B
Speech and Debate

Mathematics

Advanced Algebra with
Financial Applications A
Advanced Algebra with
Financial Applications B
Algebra 1 A *
Algebra 1 B **
Algebra 2 A *
Algebra 2 B **
Calculus A
Calculus B
Consumer Math A
Consumer Math B
Explorations in
Mathematics A
Explorations in
Mathematics B
Geometry A *
Geometry B **
Precalculus A ± ±
Precalculus B ± ±
Statistics A
Statistics B

Science

Biology A *
Biology B **
Chemistry A *
Chemistry B *
Earth Science A *
Earth Science B **
Earth Space Science A *
Earth Space Science B *
Environmental Science A

Environmental Science B
Marine Science A *
Marine Science B *
Physical Science A *
Physical Science B *
Physics A
Physics B

Social Studies

American Government A * ±
American Government B * ±
Economics
Geography and Society
Personal Finance
Psychology A
Psychology B
United States History A *
United States History B *
World Geography
World History A * ±
World History B * ±

Business Management

Introduction to
Entrepreneurship I
Introduction to
Entrepreneurship II
Introduction to Marketing
Sports Management

Career Technical

Accounting I
Accounting II
Administrative Duties and
Office Management
Anatomy & Physiology
Business Communication
Business Information Systems
Business Law
Business Math
Criminal Investigation
Developmental Writing
Human Resources
Management
Introductory Astronomy
Introduction to Business

Introduction to
Communication
Introduction to Criminal
Justice
Introduction to Early
Childhood Education
Introduction to Finance
Introduction to
Homeland Security
Introduction to Law
Introduction to Medical
Assisting
Introduction to Paralegal
Profession
Introduction to Psychology
Introduction to Sociology
Java Programming I
Java Programming II
Leadership and Supervision
in Business
Medical Law and Ethics
Medical Terminology
Principles of Management
Principles of Marketing
Public Speaking
Research Methods

Health and PE

Health, Fitness, and
Nutrition A
Health, Fitness, and
Nutrition B
Health, Safety & Nutrition
Personal Fitness
Physical Education

Humanities

Art History A
Art History B
Chinese I A **
Chinese I B **
Chinese II A **
Chinese II B **
Chinese III A **
Chinese III B **
Digital Photography
French I A **
French I B **
French II A **

French II B **
French III A **
French III B **
French IV A **
French IV B **
German I A **
German I B **
German II A **
German II B **
German III A **
German III B **
Japanese I A **
Japanese I B **
Japanese II A **
Japanese II B **
Latin I A **
Latin I B **
Latin II A **
Latin II B **
Latin III A **
Latin III B **
Living Music I
Living Music II
Sign Language I A
Sign Language I B
Sign Language II A
Sign Language II B
Spanish I A **
Spanish I B **
Spanish II A **
Spanish II B **
Spanish III A **
Spanish III B **
Spanish IV A **
Spanish IV B **

Other

Career Exploration
HS Critical Thinking and
Study Skills
College Prep w/ ACT
College Prep w/ SAT
Life Management Skills

Technology

Business Keyboarding
Emergent Computer
Technology

Engineering Design I
Digital Arts I
Information Technology:
Preparing for the IC3 A
Information Technology:
Preparing for the IC3 B
Introduction to
Computer Applications
Web Design I A
Web Design I B

AP Courses

AP Art History A
AP Art History B
AP Biology A
AP Biology B
AP Calculus AB A
AP Calculus AB B
AP Calculus BC A
AP Calculus BC B
AP Computer Science A
AP Computer Science B
AP English Language
& Composition A
AP English Language
& Composition B
AP English Literature
& Composition A
AP English Literature
& Composition B
AP Environmental Science A
AP Environmental Science B
AP Human Geography A
AP Human Geography B
AP Macroeconomics
AP Microeconomics
AP Psychology
AP Spanish Language A
AP Spanish Language B
AP Statistics A
AP Statistics B
AP United States Government
and Politics
AP United States History A
AP United States History B

4 Independence Day

JULY 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 New Year's Day
15 M.L. King Day

JANUARY 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21 First Day of School

AUGUST 2017						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26

12 Lincoln's Birthday
19 Presidents' Day

FEBRUARY 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24

27	28	29	30	31		

25	26	27	28			

4 Labor Day

SEPTEMBER 2017						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

26-30 Spring Break

OCTOBER 2017						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2018						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 Last Day of School

11 Veterans Day
(10th observed)
23 Thanksgiving Day
24-25 Family Days

NOVEMBER 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2018						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

28 Memorial's Day

23-1 Winter Break

DECEMBER 2017						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2018						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

University Prep

Independent Study Policies

Purpose and Scope

The purpose and scope of the policy is to provide a procedure and a framework for eligible students to enroll in the program utilizing Independent Study as the study mode of instruction.

General

1. Independent Study is available to all students in kindergarten through 12th grade. Independent Study students must be enrolled in University Prep Charter School and must live in San Diego County or an adjacent county to be eligible for enrollment. EC 51748
2. Student enrollment must be continuously voluntary and a regular classroom must be offered and a seat in that classroom will always be available. EC 51747 (c) (7)
3. All students enrolled in Independent Study must sign a new Master Agreement each semester (EC 51747)
4. For kindergarten through 12th grade ADA purposes, total instructional FTE teacher to ADA ratio must not exceed the baseline ratio for other instructional programs in the largest school district [sic] in the service area, or 1:25. EC 51745.6
5. Class size reduction funding is not available for any student enrolled in Independent Study (20 to 1 with no funding). EC 52123
6. To receive K-12 apportionment, students who are age 19 or 20 must have been continuously enrolled in school since their 18th birthday. EC 46300.1
7. A certificated teacher of the school must generally supervise, coordinate, and evaluate the work of each student engaged in Independent Study. Apportionment credit for independent study may be claimed only to the extent of the time value of pupil of student work products, as personally judged in each instance by a certificated teacher. EC51747.5
8. Independent Study shall not be available to K-12 students whose residence status is based solely on their parent/guardian/caregiver's employment within Dehesa School District or the San Diego County

Office of Education boundaries. EC 48204(f)-51747.3 (c)

9. The school will offer the following minimum attendance requirement.

Type of Program

Kindergarten	180 Minutes
Grades 1-3	240 Minutes
Grades 4-8	240 Minutes
Grades 9-12	240 Minutes

EC 46117, 46118, 46112, 46113, 46114, 46141, 46142, 46145, 46147

10. The School shall not provide students and parents/guardians with funds or items of value that are not provided to regular classroom students. EC 51747.3 (a)

The Master Agreement

The Master Agreement must indicate the objectives or a statement that refers to the objectives being listed on the Assignment/Work Record or High School Course Description, method of study, resources available, meeting time, frequency, place, method of evaluation and indicate if there are any subsidiary papers that are a part of the Master Agreement. EC 51747 (c) (3)

The Master Agreement must have a statement that instruction may be provided for a Section 48915 (expulsion) or 48917 (suspended expulsion) students through Independent Study only if the student is offered the alternative of classroom instruction. The suspended expelled student must have the classroom option always available during the time enrolled in Independent Study. EC 51747 (c) (7)

The goals and objectives specified in the written Independent Study Agreement and Subsidiary Agreements shall be consistent with the Board's Policies, Administrative Regulations, and Procedures for curriculum and instruction. EC 51746.5, 11703 (b) (4)

One or more subject/courses may be added to the Independent Study Agreement during the semester if the student completes all of the predetermined subjects/courses before the ending date of the agreement.

The Master Agreement will include the following:

a. Name of pupil/student EC 51748 b.

Home Address EC 51747.3 (b)

c. Grade level EC 51748

d. School name EC 51748 e.

Birthday EC 46300.1

f. Subject(s) and course value/units/credits and other measures. EC 51747 (c) (6)

g. Objectives will be listed on Assignment/Work Record forms and in High School Course Descriptions EC 51747 (c) (2)

h. The method of evaluation must be included in the Master Agreement EC 51747(c) (2)

i. Duration with beginning and ending dates. EC 51747 (c) (5)

j. Frequency of meetings between student and teacher must be indicated. EC 51747 (c) (1)

k. The manner of reporting/meeting one-on-one, email, mail, or fax for extenuating circumstances. EC 51747 (c) (1)

l. Dated signatures for each student, parent/guardian/caregiver (a caregiver affidavit must be on file.)

m. Supervising certificated teacher and other teachers who have direct responsibility for providing assistance. All signatures must be completed before ADA may be collected. The Independent Study Agreement can be started in the subjects under the control of the supervising teacher but if an "other" teacher is involved, the school cannot take attendance/ADA for that course until the agreement is dated and signed by that "Other" assisting person. EC 51747 (c)

n. Subsidiary contracts can be a part of the Master Agreement and will be indicated as such in the agreement.

o. It is the policy of University Prep Charter School to continually verify adequate academic progress by students in our independent study program. Excessive missed assignments may be an indicator of inadequate progress. The Master Agreement requires the meeting of a minimum assignment goal or completing at least 80% of the entire assigned body of work. A process to determine if this program is in the student's best interest has been developed and is outlined in the Missing Assignment and Inadequate Progress Policy.

- p. The Master Agreement must have a statement giving the maximum length of time, 60 days, which a student has between the time the assignment is assigned and completed. It is expected that the credentialed teacher will meet with students every 20 days, or a school month to verify completion of work assigned to that point. Learning periods will be less than 60 days or quarterly to minimize the amount of paperwork generated by independent study procedures. Attendance will be generated every 20 days. EC 51747 (a)
- q. If circumstances justify more than the maximum assignment period, the Principal or their designee may extend the maximum length of an assignment. The reason, date, and Principal signature will be made part of the record.
- r. Master Agreement must have a statement that Independent Study is an optional educational alternative in which no student may be required to participate and a classroom option is continuously available at the student's district of residence EC 51747(c) (7).
- s. In the case of a suspended student pending expulsion pursuant to EC 48915 or 48917, a statement is needed that states instruction may be provided through Independent Study only if the student is offered the alternative of classroom instruction EC 51747(c) (7).
- t. An updated Master Agreement must be submitted if changes are made in classes or coursework to be completed.
- u. Special education students (individuals with exceptional needs as defined in Ed. Code Section 56026) must have an IEP that states Independent Study is an appropriate placement.
- v. Credits earned in high school coursework will become part of the student's permanent record.

Attendance

- Independent study attendance credit is determined using the time value method that is based on assignments given and evaluated by the certificated teacher and recorded on the Attendance Calendar and EF Attendance Sheet. EC 11703 (b) (3)
- Students must be responsible for the same amount of work as if they were in a regular classroom at their assigned level.
- Students whose work indicates to the teacher an acceptable amount of the

work product has been completed will generate 1 day of attendance. A minimum day's worth of work will only count towards attendance not academic grade of a full day. Recorded attendance in days should not exceed more than 6 days in one school week. Attendance should be counted in days not hours and based on the track students are enrolled in.

Credits and Grades

- i) Student Course work is determined by the Master Agreement and Course Descriptions. The Educational Facilitator will be responsible for assigning the appropriate amount of work each learning period. After the teacher evaluates the assignment, an evaluation of the work will be reflected, and the appropriate attendance generated.
- ii) Sample work being kept for the auditors must have the following 4 items on each sample of work.
 - Teacher's name or initials indicating that he/she has personally evaluated the work, or that he/she has personally reviewed the evaluations made by another certificated teacher.
 - Date of the assessment evaluation for apportionment credit
 - Notation of the assessment evaluation (number of days/hours) for apportionment credit
 - Teacher comment reflecting evaluation of the work

Things that should be evident on the representative sample: subject, student's name, date that student completed assignment and academic evaluation.

- High school students must complete the high school course description in order to earn 5 semester credits. An Educational Facilitator may grant 2.5 units of credit for coursework for a quarter of the academic year and 10 units for courses 3 units and above or 5 units for below 3 units at community colleges.

Student Retention and Acceleration

Students may be accelerated beyond, or retained in, a specific grade level following each semester. Criteria for acceleration or retention shall be evaluated and authorized by the Principal or their designee. Parents must sign a consent form to be kept in the school file.

Graduation Requirements

- The student enrolled in Independent Study must complete the graduation requirements as prescribed in the charter.
- When the requirements for graduation are completed, the student will be awarded the appropriate diploma.

Reports Required

An Educational Facilitator must submit a report card to the school office at the end of each semester, or upon a student's disenrollment. The Educational Facilitator must submit bi-monthly monthly paperwork. The maximum length of time a teacher has to submit required paperwork is 30 calendar days after it is due.

Record Retention

As required by school policy and state law, the student's bi-monthly assignment paperwork will be maintained for three years. Transcripts will be kept on file indefinitely.

One sample of student work in each subject area for each learning period will be collected. The first month's samples will be original documents. The Principal or designee shall determine that the prospective independent study student understands and is prepared to meet the School's requirements for independent study. Independent study entails a commitment by both the parent/guardian and the student. As the student gets older, he/she assumes a greater portion of the responsibility involved. Independent study may be offered to any student who can achieve in this type of program as well as or better than they would in the traditional classroom setting.

The Governing Board authorizes independent study as an instructional strategy by which students in grades K-12 may reach curricular objectives and fulfill graduation requirements. Independent study shall offer a means of individualizing the educational plan for students whose needs may be met best through study outside of the regular classroom setting. Students choosing to enroll in University Prep Charter School have the option to transfer to any other school or program at any time.

The School's independent study program shall be substantially equivalent in quality and quantity to classroom instruction, thus enabling students enrolled in independent study to complete the School's adopted course of study within the customary time frame.

The Principal or designee shall ensure that a written Master Agreement, as prescribed by law, exists for each participating student.

The Board recognizes that independent study may be used as an option to encourage students to

remain in school. The Educational Facilitator or Advisor should carefully set the duration of independent study assignments, within the limits specified by the Governing Board, in order to help identify students falling behind in their work or in danger of failing or dropping out of school.

To foster each student's success in independent study, the Governing Board establishes the following lengths of time that may elapse between the time an assignment is made and the date by which the student must substantially complete the assigned work shall be as follows: Quarterly or less than 60 days for students in grades K-12.

When circumstances justify a longer time, the Principal or designee may extend the maximum length of an assignment to a period not to exceed a semester, pursuant to a written request with justification.

When any student fails to complete 80% of independent study assignments during any given assignment period, the teacher of record will intervene. The Principal or designee may conduct an evaluation with the administrative team to determine whether it is in the student's best interest to remain in independent study. Evaluation findings shall be kept in the student's permanent record.

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Education Protection
Account Resolution for
2018-19

Meeting Date: June 13, 2018

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

Background:

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs. In accordance with this section, the governing board is required to make the spending determinations in an open session of a public meeting.

Report:

The annual EPA resolution for 2018-19 and the accompanying expenditure exhibits for 2017-18 and 2018-19 are attached.

Financial Impact:

The EPA revenues estimated for the District are \$179,045.00 for 2017-18 and \$168,818.00 for 2018-19.

Student Impact:

N/A

Recommendation:

It is recommended that the Board adopt the annual EPA resolution for 2018-19 regarding spending determinations and approve the attached EPA expenditure exhibits for 2017-18 and 2018-19.

Agenda Item #: VII.C.3

DEHESA SCHOOL DISTRICT

RESOLUTION 2018-6-3

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Dehesa School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Dehesa School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 13, 2018.

Board Member

Board Member

Board Member

Board Member

Board Member

2012-13 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2018
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	8,867.00
Revenue Limit Sources	8010-8099	179,045.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		187,912.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	187,912.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		187,912.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Intra-Budget Transfer
Resolution for 2017-2018

Meeting Date: June 13, 2018

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

Background:

State Ed Code requires that a school district's actual expenditures cannot exceed its major category object spending amounts. Therefore, at year end, all districts need to review and adjust their final budgets to be within their actual year spending. Education Code 42601 authorizes the governing board to adopt a resolution which permits the County Superintendent to originate intra-budget transfers necessary for closing the district's records. This is a provision put in place in the event the District inadvertently neglects to do the same thing. There are eleven qualifying districts in San Diego County with Dehesa being one of them.

Report:

The County strongly encourages the qualifying small districts to pass the attached resolution as a fail-safe measure. This ensures that the "smalls" have the needed support, if needed, in closing out their financials for the year.

Financial Impact:

None

Student Impact:

N/A

Recommendation:

It is recommended that the Board approve the County's suggested Intra-Budget Resolution.

Agenda Item #: VII.C.4

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Master Contract for Verbal Behavior Associates

Meeting Date: June 13, 2018

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

Background:

We have partnered with Verbal Behavior Associates to provide professional development and classroom support for students with challenging behaviors.

Report:

Verbal Behavior Associates has provided professional training to all of our staff as well as observation time in every classroom to assist teachers in dealing with students that have challenging behavior.

Financial Impact:

The fee schedule for VBA is \$50.00 per hour for behavior intervention services and \$100.00 per hour for supervision. They will be utilized on an as needed basis. This contract is effective through 6/30/2018 to cover services provided during the 2017/2018 school year.

Student Impact:

Supporting students with challenging behavior is beneficial for all students providing an environment that is conducive to optimal learning,

Recommendation:

Administration recommends approval of the contract with Verbal Behavioral Associates.

Agenda Item #: VII.C.5

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San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.



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Student Services and Programs Division
Special Education Department

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APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2017/2018

This Master Contract is made and entered into

this 20th day of April, 2018 between the

Dehesa School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Verbal Behavior AssociatesI
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1st, 20 17 to June 30th, 20 18.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Nancy Hauer Superintendent
Name/Title

Dehesa School District
Local Education Agency

4612 Dehesa Rd.
Address

El Cajon CA 92019
City State Zip

(619) 444-2161
Phone

(619) 444-2105
Facsimile

nancy.hauer@dehesasd.net
Email Address

Notices to the CONTRACTOR shall be addressed to:

Matthew Howarth
Name/Title

Verbal Behavior Associates
Nonpublic School

15373 Innovation Dr. Suite 200
Address

San Diego CA 92128
City State Zip

(858) 699-7579
Phone

()
Facsimile

admin@vbasandiego.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

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c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services,

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for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

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2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

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SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

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b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

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d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

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4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

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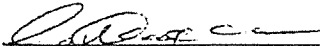
SECTION 5: SIGNATURES

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 February 1, 2018 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency



Authorized Representative Signature

DATE: _____

Matthew Howarth

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR



Authorized Representative Signature

DATE: 5/11/18

Heather Difede SELPA Director

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2017/2018

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

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

- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION SERVICES
NONPUBLIC AGENCY PROPOSED RATES FOR CONTRACT YEAR 2017-18

CONTRACTOR/AGENCY NAME: Verbal Behavior Associates

CONTRACTOR NUMBER/CDE CERTIFICATE NUMBER* : 1A-37-156 **Certificate Must Be Attached*

DIRECTOR/CEO NAME: Matthew Howarth

AUTHORIZED SIGNER: Matthew Howarth

CORPORATE/MAIN ADDRESS: 15373 Innovation Drive, Suite 200, San Diego, CA 92128

PHONE: 858-699-7579 EMAIL: admin@vbasandiego.com

CONTRACT CONTACT: Matthew Howarth

BILLING ADDRESS: 15373 Innovation Drive, Suite 200, San Diego, CA 92128

PHONE: 858-699-7579 EMAIL: admin@vbasandiego.com

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

<u>CDE AUTHORIZED RELATED SERVICE</u>	<u>RATE</u>	<u>PERIOD (HOURLY/DAILY/MONTHLY)</u>
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
SLP-A	_____	_____
Speech Therapy Assistant	_____	_____
Bilingual SLP	_____	_____
Assessment	_____	_____
Adapted Physical Education (425)	_____	_____
Assessment	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>		
LVN	_____	_____
RN	_____	_____
Credentialed RN	_____	_____
<u>Health and Nursing: Other Services (436)</u>		
LVN	_____	_____
RN	_____	_____
Credentialed RN	_____	_____
Health Aid/CNA	_____	_____

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION SERVICES
NONPUBLIC AGENCY PROPOSED RATES FOR CONTRACT YEAR 2017-18

<u>CDE AUTHORIZED RELATED SERVICE</u>	<u>RATE</u>	<u>PERIOD (HOURLY/DAILY/MONTHLY)</u>
Assistive Technology Services (445)	_____	_____
Assessment	_____	_____
Occupational Therapy (450)	_____	_____
Certified OT Assistant	_____	_____
Assessment	_____	_____
Physical Therapy (460)	_____	_____
PT Assistant	_____	_____
Assessment	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____
Assessment	_____	_____
Behavior Intervention Services (535)	\$50.00	Hr ✓
Supervision	\$100.00	Hr ✓
Other Provider: _____	_____	_____
Day Treatment Services (540)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Assessment	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Assessment	_____	_____
Interpreter Services (715)	_____	_____
Shift Differential	_____	_____
Audiological Services (720)	_____	_____
Assessment	_____	_____

SAN DIEGO COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION SERVICES
NONPUBLIC AGENCY PROPOSED RATES FOR CONTRACT YEAR 2017-18

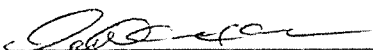
<u>CDE AUTHORIZED RELATED SERVICE</u>	<u>RATE</u>	<u>PERIOD (HOURLY/DAILY/MONTHLY)</u>
Specialized Vision Services (725)	_____	_____
Assessment	_____	_____
Orientation and Mobility (730)	_____	_____
Assessment	_____	_____
Braille Transcription (735)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Assessment	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness Preparation (820)	_____	_____
Vocational Assessment, Counseling, Guidance, & Assessment (830)	_____	_____
Career Awareness (840)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900) Music Therapy	_____	_____
Other (900) Vision Therapy	_____	_____
Other (900)	_____	_____

SELPA USE ONLY	
Reviewed (Date)	_____
Pending (Date)	_____
Approved (Date)	_____
Comments	_____

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

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency



Authorized Representative Signature

DATE: 5/10/18

Matthew Howarth Director

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR



Authorized Representative Signature

DATE: 5/11/18

Heather Difede SELPA Director

(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Nancy Hauer Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: December 29, 2016
Site Administrator: Susan Tillman
Nonpublic Agency: Verbal Behavior Associates
NPA ID: 1A-37-156
Site Address: 15373 Innovation Drive, Suite 200
City: San Diego CA 92128

Maximum Capacity: 76+

2017 CERTIFICATION STATUS:

CONDITIONAL [] Amended

A conditional certification indicates that the applicant has not met all the certification requirements. However, the applicant can continue serving publically placed students throughout the term of the certification.

EFFECTIVE DATES:

January 01, 2017 through December 31, 2017

Authorized Sites to Serve: [x] LEAs [] NPA Sites [] NPS Site [] Virtual Services

Authorized to Provide the Following Related Services:

- [] APE [x] BII [] LSDR [] OT [] RS [] VS [] LI:
[] AS [] CG [] MT [] PCT [] SDTI [] VECD [] Other Services Authorized:
[] ATS [] EE [] NMCRB [] PS [] SW
[x] BID [] HNS [] OM [] PT [] TS

Nonmedical Care Room and Board Approved Sites: [] Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code Section 56366.

LISA LUI

Interagency Nonpublic Schools and Agencies Unit
Special Education Division

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: **MOA between the County of San Diego County Health and Human Services Agency and Dehesa School**

Meeting Date: June 13, 2018

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

Background:

This agreement is to comply with the Every Student Succeeds Act requiring each local education agency to collaborate with the State or local child welfare agency to develop and implement clear written procedures governing how to transport children in foster care to their school of origin. In addition, the County provides funds for services for youth who are under the Juvenile Court system.

Report:

This MOA ensures cost effective and efficient methods for ensuring children in foster care between the ages of 8-17 are provided transportation to their school of origin.

Financial Impact:

Through June 30, 2019, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. Reimbursement through June 30, 2019 will be \$3.13 per mile.

Student Impact:

This agreement will be in effect from July 1, 2018 through June 30 2019. Ensuring the rights of foster youth and students served by the Juvenile Court system is what is best to ensure their needs are met.

Recommendation:

Administration recommends approval of the MOA between the County of San Diego and Dehesa School District.



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and **the San Diego County Superintendent of Schools (SDCSS) and San Diego County School Districts/Local Education Agencies (SDC LEAs)**. The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act, Section 1112(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act, develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arrange, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation...”

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody and control as vested by the San Diego Superior Court.

SDCSS is an LEA under federal law and to ensure compliance with ESSA transportation to school of origin provisions has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.

SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 8 (eight) and 17 (seventeen), with transportation to and from their school of origin. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does not include transportation as a related service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative shall be sent to each party as follows:

<p><u>County of San Diego</u></p> <p>Cathi Palatella, Director Child Welfare Services 8965 Balboa Avenue San Diego, CA 92123 (858) 616-5812 Cathi.Palatella@sdcounty.ca.gov</p>	<p><u>SDCSS</u></p> <p>Michelle Lustig, Ed.D, MSW, Director SDCOE Foster Youth Services Coordination Program 6401 Linda Vista Road San Diego, CA. 92111 619-683-9340 ext. 31 mlustig@sdcoe.net</p> <p>For SDC LEA Point of Contact see http://www.sdcoe.net/student-services/student-support/fyhes/Documents/District_AB490_McKinneyVento_Liaison_List.pdf</p>
--	--

2. Parties' Responsibilities for Sharing in Additional Costs

2.1. County

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per contract number 525896 between SDCSS and HHSA Child Welfare Services. This contract number 525896 and its terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County will ensure that a Best Interest Determination to school of origin has been made by the Education Rights Holder prior to referral to transportation services, and make a best effort to ensure the SDC LEA AB 490 Foster Care Liaison is consulted.
- 2.1.3. County will provide up to \$350,000 annually to SDCSS per contract number 525896 between HHSA Child Welfare Services and SDCSS, which SDCSS will keep in the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:
 - 2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the additional cost to transport.
 - 2.1.3.1.1. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, County

agrees to fund fifty percent of the remaining SDC LEA's additional costs.

2.1.3.2. When intra-district transportation is being provided to an eligible student County agrees to fund 50% (fifty percent) of the additional cost to transport.

2.1.4. County will conduct background clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.1.5. County will cover all costs associated with clearances of all drivers employed by contractors of SDCSS and who provide services under this agreement.

2.2. SDCSS

2.2.1. SDCSS co-located Education Liaisons will collaborate with County on all referrals for transportation services where transportation to the school of origin creates an additional cost for the LEA.

2.2.2. SDCSS co-located Education Liaisons will meet with all caregivers and students to orient them to transportation service requirements when SDCSS contracted providers are transporting eligible students.

2.2.3. SDCSS co-located Education Liaisons will meet the student on initial day of transport when SDCSS contracted providers are transporting eligible students.

2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.

2.2.5. SDCSS will provide orientation to all transportation provider drivers.

2.2.6. SDCSS will provide a full time manager and secretarial support to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.

2.2.7. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.

2.2.8. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.

2.2.9. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.

2.2.10. SDCSS will maintain all records required by the parties to this agreement.

2.2.11. SDCSS will provide quarterly reports to all parties.

- 2.2.12. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of incident.
- 2.2.13. SDCSS will convene a meeting of the parties of this agreement within 60 days of the end of the agreement term to review its implementation.
- 2.2.14. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.

2.3. SDC LEAs

- 2.3.1. SDC LEAs will collaborate with SDCSS co-located Education Liaisons to determine whether existing transportation options are available to transport a student to their school of origin, and if not, a cost effective method available to transport eligible students in foster care to school of origin and additional costs associated with doing so.
- 2.3.2. SDC LEAs will notify SDCSS co-located Education Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.
- 2.3.3. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the additional cost to transport.
- 2.3.4. When one responsible SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, the other responsible SDC LEA agrees to fund fifty percent of the remaining additional costs.
- 2.3.5. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to fund 50% (fifty percent) of the additional cost to transport.
- 2.3.6. SDC LEAs will track and communicate to SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin.
- 2.3.7. SD LEAs agree to make claims for recuperating transportation costs to SDCSS, not the County.
- 2.3.8. SDC LEAs may notify SDCSS manager of their decision to not utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age appropriate manner.

3. County Contribution to Additional Cost

Through June 30, 2019, the parties agree to implement this agreement and gather data on additional cost incurred in transporting foster students to their school of origin. LEAs agree to notify SDCSS when they incur additional cost to transport an eligible

student to school of origin in advance of transportation being provided. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the percentages specified in Section 2. of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.

4. Dispute Resolution Process

This agreement is subject to the following dispute resolution process outlined in California Education Code:

E. C 48853.5 (f) (C) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.

E. C. 48853.5 (3) (C) (11) (h) (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.

5. Indemnity

5.1. Indemnity Claims Arising from the Sole Acts or Omissions of a Party:

Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

5.2. Indemnity Claims Arising from Concurrent Acts or Omissions:

The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.

Indemnity Joint Defense and Reimbursement and Reallocation:

Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree

to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

6. **Insurance:** Prior to execution of this MOA, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this MOA, including all extensions, appropriate insurance to cover any foreseeable losses under this MOA. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance With Rules And Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** The parties certify that they possess and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other parties, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This MOA shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Information Privacy and Security Provisions:** All parties to this MOA agree to comply with all applicable laws and regulations related to the privacy and security of client's information, such as, but not limited to the confidentiality of the child welfare records per California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.
11. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of County and **SDCSS and SDC LEAs**. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

12. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.
13. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
14. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
15. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
16. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHS), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.
 - 16.1 Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:
http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>
17. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA and be in force until **June 30, 2019. Transportation services under this agreement will begin July 1, 2018.**
18. **Termination For Convenience.** Any party may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
19. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

County of San Diego

Dated: _____

By: _____

NICK MACCHIONE, FACHE
Agency Director
Health and Human Services Agency

Dated: _____

By: _____

MICHAEL SIMONSON
Assistant Superintendent Business Services

Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

ELEMENTARY SCHOOL DISTRICTS:

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

By (Authorized Signature)

Name (Type or Print)

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

ELEMENTARY SCHOOL DISTRICTS (continued):

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JAMUL-DULZURA UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

ELEMENTARY SCHOOL DISTRICTS (continued):

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

ELEMENTARY SCHOOL DISTRICTS (continued):

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

By (Authorized Signature)

Name (Type or Print)

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

HIGH SCHOOL DISTRICTS:

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

UNIFIED SCHOOL DISTRICTS:

BORREGO SPRINGS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

UNIFIED SCHOOL DISTRICTS (continued):

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Nancy Hauer

From: Anna Buxbaum

Subject: Cajon Valley Union School
District Vehicle
Maintenance Agreement

Meeting Date: June 13, 2018

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

Background:

Dehesa School District has contracted with Cajon Valley Union School District for vehicle maintenance in prior years.

Report:

The agreement for vehicle maintenance between Dehesa School District and Cajon Valley Union School District would continue for another school year (Fiscal Year 2018-19) the contract currently in place. There are no additional costs as the Rate Sheet has remained unchanged from 2017-18.

Financial Impact:

No increased costs for the District

Student Impact:

N/A

Recommendation:

Administration recommends approval of the Vehicle Maintenance Agreement between Dehesa School District and the Cajon Valley Union School District.

Agenda Item #: VII.C.7

**AGREEMENT
VEHICLE MAINTENANCE SERVICE
BETWEEN CAJON VALLEY UNION SCHOOL DISTRICT
AND THE DEHESA SCHOOL DISTRICT**

THIS AGREEMENT entered into between the Cajon Valley Union School District of San Diego, California, hereinafter called "Cajon Valley" and the Dehesa School District of San Diego, California, hereinafter called "Dehesa".

WITNESSETH

WHEREAS, Cajon Valley and Dehesa are mutually interested in and concerned with the provision of adequate transportation services, and

WHEREAS, Cajon Valley has personnel, equipment and other required facilities under its jurisdiction suitable for vehicle maintenance and repair of equipment within their resources, it is hereby mutually agreed as follows:

A. INSURANCE AND INDEMNITY:

Dehesa shall maintain Public Liability and Property Damage Insurance to protect them and Cajon Valley from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:	\$1,000,000 per occurrence
Commercial General Liability	\$3,000,000 aggregate
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate

Dehesa shall file, with Cajon Valley, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the Cajon Valley Union School District as an additional Insured.

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws.

Dehesa hereby indemnifies, defends, and holds harmless Cajon Valley, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of Dehesa, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Cajon Valley hereby indemnifies, defends, and holds harmless Dehesa, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the District, its employees, agents subcontractors, independent contractors, consultants, or other representatives.

Dehesa shall have no obligation to indemnify, defend, or hold harmless Cajon Valley, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for Cajon Valley's sole negligence or willful misconduct; and Cajon Valley shall have no obligation to indemnify, defend, or hold harmless Dehesa, its Board, officers, employees, agents, independent contractors, consultants and other representatives for Dehesa sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract of final payment hereunder and is in addition to any other rights or remedies that Dehesa or Cajon Valley may have under the law or this contract.

B. DISPUTE RESOLUTION:

Any disputes concerning terms and conditions of this Agreement or performance thereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

C. TERMS AND CONDITIONS REGARDING REPAIR AND MAINTENANCE SERVICES FOR DEHESA:

Cajon Valley shall provide to Dehesa School District vehicle maintenance and repair, in accordance with applicable Department of Motor Vehicle codes, at Cajon Valley's facilities, unless it is more feasible to perform work at Dehesa, subject to the following:

1. Dehesa has the responsibility to notify the Cajon Valley Lead Mechanic of all repairs and maintenance that need to be done.
2. Cajon Valley shall perform all 45 day/3000 mile inspections at Dehesa's facilities, unless it is more feasible to perform that work at Cajon Valley.
3. Cajon Valley shall perform all minor/major repairs and maintenance as follows
 - a. Vehicle Inspections
 - b. Tune-ups
 - c. Electrical systems
 - d. Transmissions
 - e. Cooling systems
 - f. Steering system
 - g. Front and rear brakes
 - h. Tire Services (not including mounting & dismounting)
 - i. Other – as agreeable between Cajon Valley and Dehesa

4. Cajon Valley shall be responsible for maintaining vehicle repairs records as required by the State of California Motor Carrier and the State Ed Code.
5. Before any major engine, transmission, differential or other component repairs, Cajon Valley shall notify and make recommendation to Dehesa, supplying explanations of why, with a non-binding, reasonable estimate of cost for material and labor.
6. Dehesa makes all decisions on major repairs and has sole responsibility for those decisions.
7. Cajon Valley has the responsibility of selecting all parts and materials for Dehesa equipment. Dehesa equipment will not be treated differently than Cajon Valley equipment, unless so agreed upon by both parties.
8. Cajon Valley has the responsibility to correct all failures in repairs or maintenance due to faulty labor for a period of ninety (90) days. However, if a part replaced or installed by Cajon Valley and is defective, Cajon Valley will charge and Dehesa will pay for replacement labor costs.
9. Cajon Valley shall submit to Dehesa billing and repair work orders at the end of each month.
10. Cajon Valley will respond to road service calls. The hourly rate shall be charged according to cost sheet (Exhibit A).
11. Cajon Valley shall continue to train their shop personnel in the latest automotive and heavy-duty equipment technology in order to continue to perform work for Dehesa.

D. TERMS AND CONDITIONS REGARDING EQUIPMENT RENTALS:

1. Dehesa may, at its option, rent from Cajon Valley vehicles on a daily, weekly, or monthly basis from Cajon Valley, subject to vehicle availability. Cajon Valley shall provide such vehicle(s) to Dehesa in good condition and working order, with fire extinguisher, first aid kit, flare, and all safety equipment required by the State of California Motor Carrier and the State Ed Code.
2. If at any time during the term of this Agreement Dehesa fails to adequately maintain the equipment, or equipment is in danger of physical damage due to strike or other conditions, Cajon Valley may repossess any or all rented vehicles under this agreement.
3. Dehesa shall have the responsibility of checking the equipment, per Daily Inspection Sheet (Exhibit B), and to maintain all fluid levels during the period of this rental agreement.
4. If equipment is in need of minor repairs, such as lights, clamps, etc. Dehesa shall contact Cajon Valley's Lead Mechanic for authorization of repairs. Cajon Valley shall reimburse Dehesa for all approved repairs.
5. If equipment is in need of any major repairs on normal wear of parts, it is Cajon Valley's responsibility to repair vehicle at no cost to Dehesa.

6. If Dehesa misuses equipment, Dehesa will be responsible for all parts, materials, and labor costs at listed mechanical rate, per hour for repairs. Parts and materials will be billed at Cajon Valley's cost.
7. Dehesa shall notify Cajon Valley of any accident or occurrence causing damage to the vehicle within 24 hours.
8. Dehesa has the responsibility of ensuring drivers have proper license and training to operate rental vehicle.
9. Dehesa shall return equipment in clean condition inside and out. All fluid levels shall be correct. Fuel level shall be at the same level as when equipment left Cajon Valley's premises.

E. GENERAL PROVISIONS:

Each party is responsible for complying with the Educational Employment Relations Act, to the extent it applies to any matter related to this Agreement. This agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service or equipment rental included in this agreement may be adjusted annually for inflation utilizing this process.

This agreement is entered into pursuant to Government Code section 6500, et seq.; however, no separate entity is created hereby. The employees of Cajon Valley are not the employees of the Dehesa School District. Term of this agreement shall be from July 1, 2018 through June 30, 2020, and from thereon continue year to year, providing, however, that either party may terminate the same at any time upon thirty (30) days notice in writing.

Dehesa School District

Cajon Valley Union School District

By _____
 Name: _____
 Title: _____

By _____
 Scott A. Buxbaum
 Assistant Superintendent, Business Services

Approved by _____
 On the ____ day of _____ 2018

Approved by the Governing Board
 On the 12 day of June, 2018

Cajon Valley Union School District
Office Address: 750 East Main Street
Mailing Address: P.O. Box 1007
El Cajon, CA 92022-1007

Exhibit A

CAJON VALLEY UNION SCHOOL DISTRICT Rate Sheet

Repair and Maintenance Service Rates:

Regular Labor Rate:	\$75.00 per hour
<i>(Week days between the hours of 5:00 AM – 5:00 PM)</i>	
Overtime Rate: - One and a half times hourly rate	\$112.50 per hour
<i>(Week days before 5:00 AM and after 5:00 PM)</i>	
Emergency Overtime (weekends & holidays) – two times the hourly rate	\$150.00 per hour

Rental Rates:

<u>Type of Bus</u>	<u>*Daily Rate</u>
Special Ed.	\$100.00
Regular Ed.	\$100.00

*Daily rate is based on five-day week. If Dehesa School District uses vehicle during weekends, they must first obtain permission to do so from Cajon Valley Union School District.

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: **Student Technology Purchase**

Meeting Date: June 13, 2018

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

Background:

Dehesa School implemented 1:1 devices several years ago. Our original equipment is aging and in need of replacement.

Report:

Moving into our Computer Science Academy next year, we are in need of specific technology that will support and enhance our program. Dominick Avera has researched different technology sources and this is what best suits our needs. This is an annual contract that will provide 80 Chromebooks and 98 Winbooks which will support our program. Under this contract our technology will be replaced every three years.

Financial Impact:

Three annual payments of \$17,796.17. Individual device cost is \$99.87 which includes insurance to repair or replace as well as monitoring.

Student Impact:

Up-to-date technology is imperative to support students in all areas of their curriculum.

Recommendation:

Administration recommends approval of the contract to purchase Chromebooks and Winbooks for our students.

Agenda Item #: VII.C.8

Pricing

3 Year DaaS - 80 Chromebooks, 98 Winbooks

Annual Payment \$17,796.17

Annual Payment/Unit \$99.97

Services Package

White Glove Services

- Unbox Device & Inspect for Physical Damage/Blemishes
- Google Chrome Update & Domain Enrollment
- Connect each device to a secure SSID
- Asset Tag Devices & Scan to Spreadsheet

Impero Pro Software

- OnSite Server to host the solution.
- Suicide/Bullying: Self policing detection and filtering that automatically records screenshots and video up to 1 hour long depending on unique and at risk search terms
- Real time monitoring and control that allows teachers to control, assist, and restrict computer access in class
- Client-server program that allows low bandwidth remote access across all your devices

WARRANTY UPGRADE

3 Year Depot Warranty + ADP

- Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by the Manufacturer.
- ADP includes protection from damage due to drops, accidents under normal use, electrical surges, liquid spills and LCD damage.



INITIATIVE DETAILS

CHROME

Lenovo 100e Chromebook - 81ER0002US

- 11.6" Non-Touch Screen
- Intel® Celeron N3350 Processor
- 4GB RAM
- 32 GB eMMC
- 2USB-C



WINDOWS

Lenovo 100e Windows – 81000RUS

- 11.6" Non-Touch Screen
- Intel® Celeron N3350 Processor
- 4GB RAM
- 64 GB eMMC



CASES

MAX Case Extreme Shell

- Shock absorbing TPU bumpers around corners and edges
- Non-slip rubber feet
- Full visibility to barcodes, asset tags



DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: Policy Updates BP/AR
0410, 5111, 5141.52

Meeting Date: June 13, 2018

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

Background: The Board policies are periodically updated in Gamut. The District is trying to maintain updated polices and not get behind as in previous years.

Report:

BP0410 Policy updated to reflect new law which adds immigration status to the categories of characteristics that are protected under discrimination, requires parent/guardian notification of their child's right to a free public education, and mandates that districts adopt a policy consistent with a model policy developed by the Attorney General which includes a statement regarding equitable services. Policy also reflects new law which prohibits districts from compiling or assisting in the compilation of a registry based on immigration status, religion or other specified characteristics. BP/AR 5111 policy updated to reflect state law prohibiting the collection of social security numbers or the last four digits of the social security number of students or their parents/guardians unless otherwise required by law. Policy also reflects new law which prohibits districts from inquiring into student's citizenship or immigration status and the California Attorney General's model policy which provides that, under the limited circumstances when such information must be collected to comply with eligibility requirements for special state or federal programs, such information should be collected separately from the school enrollment process. Regulation updated to reflect a requirement of the Attorney General's model policy that prohibits districts from requiring documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. Regulation also reflects the authority to accept a parent/guardian affidavit as evidence of a child's age when other documentation is not available. BP/AR 5141.52 policy and regulation substantially revised to reflect new law which mandates districts serving grades 7-12 to adopt policy on suicide prevention, intervention, and postvention. Policy and regulation reflect the mandate to address any related staff development to be provided to teachers in grades 7-12 and to address the needs of specified high-risk student populations.

Financial Impact: None

Student Impact: Effective governance has a significant impact on student achievement.

Recommendation: Administration recommends approval of the updated Board Policies and Administrative Regulations.

Agenda Item #: VII.E.1

Board Policy

Nondiscrimination In District Programs And Activities

BP 0410

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- (cf. 1240 - Volunteer Assistance)
- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4032 - Reasonable Accommodation)
- (cf. 4033 - Lactation Accommodation)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 5146 - Married/Pregnant/Parenting Students)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education Under Section 504)
- (cf. 6178 - Career Technical Education)
- (cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

- (cf. 3540 - Transportation)
- (cf. 3553 - Free and Reduced Price Meals)

(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent
4612 Dehesa Rd. El Cajon, CA 92019
(619) 444-2161
Nancy.hauer@dehesasd.net

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48980 Parental notifications
48985 Notices to parents in language other than English
51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students
Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to
Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, Fact Sheet, August 2010
Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Nondiscrimination in Employment Practices in Education, August 1991
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
2010 ADA Standards for Accessible Design, September 2010
Accessibility of State and Local Government Websites to People with Disabilities, June 2003
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines, December 2008
WEB SITES
CSBA: <http://www.csba.org>
California Office of the Attorney General: <http://oag.ca.gov>
California Department of Education: <http://www.cde.ca.gov>
California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
Safe Schools Coalition: <http://www.casafeschools.org>
Pacific ADA Center: <http://www.adapacific.org>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:
<http://www.ada.gov>
U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>
World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

(2/14 10/16) 5/18

Policy
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Board Policy

Admission

BP 5111

Students

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

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

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her

parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49703 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5
200 Promotion from kindergarten to first grade
201 Admission to high school
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 5
552a Note Refusal to disclose social security number
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Health Care Coverage and Enrollment Assistance:

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

(4/15 3/17) 5/18

Policy
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Administrative Regulation

Admission

AR 5111

Students

Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

1. The Governing Board determines that admittance is in the best interest of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county

recorder certifying the date of birth

2. A duly attested baptism certificate
3. A passport
4. When none of the above documents is obtainable, an affidavit of the parent/guardian
5. Other means prescribed by the Board

(11/11 4/15) 5/18

Regulation
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Board Policy

Suicide Prevention

BP 5141.52

Students

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <http://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <http://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

(6/96 7/09) 3/17

Policy
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Suicide Prevention Students

AR 5141.52

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades (7th and 8th) and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Develop coping and resiliency skills and self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 1020 - Youth Services)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member

suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(6/96 7/09) 3/17

Regulation
approved:

DEHESA SCHOOL DISTRICT
El Cajon, California

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Nancy Hauer

Subject: **Policy Updates BP/AR**
4119.11, 4219.11, 4319.11,
4161.1, 4361.1, 4161.8,
4261.8, 4261.8

Meeting Date: June 13, 2018

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

Background: The Board policies are periodically updated in Gamut. The District is trying to maintain updated polices and not get behind as in previous years.

Report:

BP4119.11, 4219.11, 4319.11 Policy updated to provide a strong statement of the board's commitment to provide a safe work environment that is free of sexual harassment and intimidation and to align to the process for filing complaints of sexual harassment with AR4030 Nondiscrimination in Employment. Regulation updated to reflect new law which requires districts to post a Department of fair Employment and Housing poster on transgender rights and, if the district has 50 or more employees, to provide training to supervisors regarding harassment based on gender identity, gender expression, and sexual orientation. AR 4161.1, 4361.1 regulation updated to reflect new law which extends the requirement to grant parental leave to an eligible employee for the purpose of bonding with a child after the birth adoption, or foster care placement of the child to any district that employees 20-49 employees within 75 miles of the worksite where the employee requesting leave is employed. Regulation also updated to reflect new law which entitles an employee who is a military veteran or current member of the California National Guard or Federal Reserve component to 10 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later. AR4161.8, 4261.8, 4361.8 Regulation updated to reflect new law which deletes gender specific references with regard to pregnancy disability leave and clarifies that all employees are protected against pregnancy discrimination regardless of their gender identity. Regulation also reflects new law which extends the requirement to grant parental leave to any district employee that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

Financial Impact: None

Student Impact: Effective governance has a significant impact on student achievement.

Recommendation: Administration recommends approval of the updated Board Policies and Administrative Regulations.

Agenda Item #: VII.E.2

Board Policy

Sexual Harassment

BP 4119.11 4219.11, 4319.11

Personnel

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.

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

(cf. 4030 - Nondiscrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

(cf. 4117.7/4317.7 - Employment Status Reports)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

Complaints of sexual harassment shall be filed and investigated in accordance with the complaint procedure specified in AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state

financial assistance

UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination

UNITED STATES CODE, TITLE 42

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

(12/15 12/16) 3/18

Policy
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Administrative Regulation

Sexual Harassment

AR 4119.11 4219.11, 4319.11

Personnel

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment. Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 5145.7 - Sexual Harassment)

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment

4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
8. Practical examples of harassment based on gender identity, gender expression, and sexual orientation

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

(12/16 3/16) 3/18

Regulation
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Administrative Regulation

Personal Illness/Injury Leave

AR 4161.1 4361.1

Personnel

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2,

12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, he/she shall receive 50 percent of his/her regular salary during the additional period of absence. (Education Code 44983)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and

qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and

shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

- 44964 Power to grant leave of absence in case of illness, accident, or quarantine
- 44965 Granting of leaves of absence for pregnancy and childbirth
- 44976 Transfer of leave rights when school is transferred to another district
- 44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
- 44977.5 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
- 44978 Provisions for sick leave of certificated employees
- 44978.1 Inability to return to duty; placement in another position or on reemployment list
- 44978.2 Leave for military service connected disability
- 44979 Transfer of accumulated sick leave to another district
- 44980 Transfer of accumulated sick leave to a county office of education
- 44981 Leave of absence for personal necessity
- 44983 Exception to sick leave when district adopts specific rule
- 44984 Industrial accident or illness
- 44986 Leave of absence for disability allowance applicant

GOVERNMENT CODE

- 12945.1-12945.2 California Family Rights Act
- 12945.6 Parental leave

LABOR CODE

- 220 Sections inapplicable to public employees
- 230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
- 230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
- 233 Illness of child, parent, spouse or domestic partner
- 234 Absence control policy
- 245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

- 5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 29

- 2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

- 2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

- 825.100-825.800 Family and Medical Leave Act of 1993
- 1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

- Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

(3/16 3/17) 3/18

Regulation
adopted:

DEHESA SCHOOL DISTRICT
El Cajon, California

Administrative Regulation

Family Care And Medical Leave

AR 4261.8 4161.8,4361.8

Personnel

Note: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Note: Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under California law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

Note: As amended by AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.

The district shall not deny any eligible employee the right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) nor restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one

or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611, a district is required to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements generally apply to circumstances where the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed.

Note: Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position

***Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, son, daughter, or parent who is a military member is on covered active duty during deployment to a foreign country. For requirements related to qualifying exigency leave, see the section "Military Family Leave

Resulting from Qualifying Exigencies" below.***

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Note: Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. Whichever option is selected, it must be applied uniformly to all employees. If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

OPTION 1: This 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

OPTION 4: This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: The following optional paragraph is for use by districts that choose to limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, as authorized by Government Code 12945.2 and 12945.6. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government

Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave.

OPTION 1: An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044; 29 USC 2612)

OPTION 2: During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that he/she is eligible to use. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044; 11092; 29 USC 2612)

Note: The following paragraph is for use with either option above.

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

***Note: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must

grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.***

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.

3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention

FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Note: Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Note: Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Note: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL or family care and medical leave for his/her own serious health condition or to care for a child, parent, or spouse with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this section should request a medical certification from all employees.

Note: Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for his/her child, parent, or spouse. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved.

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to

perform one or more essential functions of his/her job

5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

***Note: Government Code 12940 and other provisions of the California Genetic Information

Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.***

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

Note: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from his/her health provider, stating that he/she is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, the fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Note: Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the essential functions of his/her job with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. The certification shall address the employee's ability to perform the essential functions of his/her job.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position when he/she returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than he/she would have if he/she had been continuously employed. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee.

***Note: The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or

reinstatement.***

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the

district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

Note: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country.

Note: Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to the U.S. Department of Labor's (DOL) Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of his/her FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

Note: Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

***Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "any other event"

agreed to by the district and the employee. As an example of such other event, the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers lists leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.***

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

Note: The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent

or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.

Note: According to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

2. A veteran who was discharged or released under conditions other than dishonorable at

any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "son or daughter," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:

- a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating

- b. A physical or mental condition for which the veteran has received a U.S. Department of

Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 and 825.303 require the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

Note: The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

Note: Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

Note: The following optional paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial

f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

12946 Fair Employment and Housing Act: discrimination prohibited

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11098 California Family Rights Act

UNITED STATES CODE, TITLE 1

7 Definition of marriage

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

(8/13 7/15) 3/18

Regulation

Adopted:

DEHESA SCHOOL DISTRICT

El Cajon, California

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Nancy Hauer
Subject: **Personnel
Recommendations**

Meeting Date: June 13, 2018

- 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:

Certificated:

1. To accept the resignation of a certificated employee effective 6 /14/2018.

Classified:

1. To accept the resignation of a 3.75 hour Child Nutrition Aide effective 6/14/2018.

Agenda Item #: VII.F.1