

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES



MISSION STATEMENT

WCCUSD, in partnership with the community, serves the whole child, preparing every student to succeed in higher education, career, and life by pairing high quality academics with social, emotional, and wellness support.

“Whole Child, Whole Community”

MEETING OF
January 21, 2015

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
JANUARY 21, 2015**

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: www.wccusd.net.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Audio recordings of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

The public is warmly invited to attend and participate in all WCCUSD Board of Education meetings.

Location: **LOVONYA DEJEAN MIDDLE SCHOOL
3400 MACDONALD AVENUE
RICHMOND, CA 94805**

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM**. The Board will convene at **5:45 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

Order of Business: **ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

“of children be more careful than anything.”
e.e. cummings

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Presentation of Student Board Representative from Richmond High School**
- B.5 Report/Ratification of Closed Session**
- * **B.6 Agenda Review and Adoption** (Public Comment)
- * **B.7 Minutes:** January 7, 2015; January 10, 2015
- * **B.8 Request to Address the Board – Billie Alexander**
- * **B.9 WCCUSD Public Comment**

Members of the public are invited to speak to the Board about any matter that is not otherwise on the agenda and is related to issues affecting public education in the WCCUSD. **Approximately 30 minutes will be allocated for this item.** If there are more requests to speak than can be heard within this time limit, “WCCUSD Public Comment” will continue after Item G. Individuals wishing to speak must submit a “WCCUSD Public Comment” form prior to the beginning of this item on the agenda.

Depending on the number of persons who wish to speak, from one to three minutes will be allocated to each speaker at the discretion of the President of the Board in order to accommodate as many speakers as possible. The Board cannot dialogue on any issues brought before it by the public that have not been previously agendized, but may refer these to staff for response and/or placement on future agendas.

C. BUSINESS ITEMS

CONSENT ITEMS (Routine Matters)

Consent Calendar Items designated by “CI” are considered routine and will be enacted, approved and adopted by one motion, unless a request for removal, discussion or explanation is received from any Board member or member of the public in attendance. Items the Board pulls for discussion or explanation will be addressed following Section E.

***CI C.1 Grants/Awards/Agreements**

Comment:

Formal acceptance is requested from the Board of Education to accept the grants/awards/agreements, as detailed, dated January 21, 2015.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

***CI C.2 Acceptance of Donations**

Comment:

The District has received donations as summarized, dated January 21, 2015.

Recommendation:
Recommend Approval

Fiscal Impact:
As noted per grants summary

***CI C.3 Approval of Fund-Raising Activities**

Comment:
The planned fund-raising events for the 2014-15 school year are summarized, dated January 21, 2015.

Recommendation:
Recommend Approval

Fiscal Impact:
Additional revenue for schools

***CI C.4 Summary of Payroll and Vendor Warrant Reports**

Comment:
The summaries of Payroll and Vendor Warrants issued during the month of December 2014 are provided.

Total of payroll warrants (December 2014): \$ 10,636,961
Total of vendor warrants (December 2014): \$ 32,184,805

Recommendation:
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:
As noted above

***CI C.5 Notice of Completions: Bid 1461206-04 Ohlone Elementary School Phase I Campus Replacement/Phase 2 Demo, Bid 3601211-13 Kennedy High School Science wing Renovation**

Comment:
Substantial completion notices have been received for: Bid 1461206-04 and 3601211-13.

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractors:

Zovich & Sons, Bid 1461206-04 Ohlone Elementary School Phase I Campus Replacement/Phase 2 Demo.

BHM Construction, Kennedy High School Science Wing Renovation.

Recommendation:

Recommend approval of these notices of completion

Fiscal Impact:

None

***CI C.6 Certificated Board Authorization - Education Code 44258.3**

Comment:

Ed Code 44258.3 allows the Governing Board of a school district to authorize the holder of credentials in the following areas: multiple subject, standard elementary, single subject, and standard secondary, with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.7 Certificated Provisional Internship Permit (PIP) Request(s)**

Comment:

The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully credentialed teacher cannot be found. The PIP is issued for one (1) year and is renewable one time only provided the teacher has taken all appropriate subject matter examinations, but has not yet passed those tests.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.8 Approve the following Revised Job Description - Financial Systems Analyst**

Comment:

The Financial Systems Analyst job description is updated to meet the current operational and business needs of the organization. The job description also includes revisions to meet the primary functions, duties, and responsibilities required to work with the newly implemented financial software system (Munis). The Business Services Department has reviewed and approved the job description.

The District has met with the School Supervisors Association, Local 21, and negotiated the job description.

Recommendation:
Recommend Approval

Fiscal Impact:
None

***CI C.9 Approve the following Revised Job Description - Senior Account Clerk**

Comment:

The current contract between the District and Public Employees Union, Local One, contains a classification of Senior Account Clerk (12 month position pay range 53) and a classification of Senior Account Clerk – Food Services (11 month position pay range 55).

Upon review of the positions with the Business Services and Food Services Departments it was determined the responsibilities of the positions have evolved to essentially become the same positions.

The job description is updated to meet the current district duties and responsibilities, as well as, meet the needs of both departments.

It is recommended the positions are combined to one job title, Senior Account Clerk. Under current District structure one position will continue to serve Business Services and one will serve the Food Service Department. The fiscal impact listed below comes from additional pay range added to one position and additional days.

The District has met with Public Employees Union, Local One and negotiated the job description.

Recommendation:
Recommend Approval

Fiscal Impact:
\$11,793.20

***CI C.10 Ratification and Approval of Engineering Services Contracts**

Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:
Ratify and approve contracts

Fiscal Impact:
Total for this action: \$854,707. Funding sources are Bond Fund and Fund 40.

***CI C.11 Approval of Negotiated Change Orders**

Comment:

Staff is seeking approval of Change Orders on the following current District construction projects: New Gompers CHS & LPS Richmond School; Korematsu MS New Building; De Anza HS Linked Learning Building; Pinole Valley HS Ph2A Interim Campus; Kennedy HS Richmond Swim Center; Security Unified Platform. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by approving these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Approve negotiated Change Orders as noted

Fiscal Impact:

Total approval by this action: \$1,079,469.40

***CI C.12 Approval of Negotiated Change Orders – M&O**

Comment:

Staff is seeking approval of Change Orders on the following current District construction project: Central-FOC Roof Replacement. Change Orders are fully executed by the District upon signature by the Superintendent's designee. The Board approval is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by approving these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served to have this work completed by the contractor on the project.

Recommendation:

Approve negotiated Change Orders as noted

Fiscal Impact:

None - contract extension only

***CI C.13 Resolution No. 51-1415: Recognition of West Contra Costa Unified School District Job Shadow Day February 3, 2015 and Recognition of February 2015 as National Job Shadow Month**

Comment:

Resolution No. 51-1415 recognizes and acknowledges February 3, 2015 as WCCUSD Job Shadow Day and the month of February 2015 as National Job Shadow Month. Job Shadow is an academically

motivating activity designed to give kids the unique opportunity of an up-close look at the world of work. Beginning with a nationwide kickoff on February 3, 2015, and continuing throughout the school year, students across America will “shadow” workplace mentors as they go through a normal day on the job. The program invites students to see firsthand how the skills learned in school relate to the workplace. Job Shadow 2015 is led by the National Job Shadow Coalition.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.14 Resolution No. 52-1415: African-American History Month - February 2015**

Comment:

The State Board of Education has proclaimed February 2015 as African-American History Month. The West Contra Costa Unified School District recognizes the contributions of African Americans and encourages schools to develop special instructional activities and celebrations.

Recommendation:

Approve this Resolution honoring African-American History Month, February 2015

Fiscal Impact:

None

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 WCCUSD Local Benchmark Assessment Report #1**

Comment:

Staff will give a report on the results of the first round of district Benchmark Assessments, including K-Algebra Mathematics and Elementary English Language Arts and English Language Development.

Recommendation:

For Information Only

Fiscal Impact:

None

*** D.2 Budget Update**

Comment:

Associate Superintendent Business Services will provide an update on the budget based upon information provided at the Governor’s Budget Workshop on January 15, 2015.

Recommendation:

For Information Only

Fiscal Impact:

None

E. COMMITTEE COMMUNICATIONS

(Education Code 35145.5; Government Code 54950 et seq.)

*** E.1 Standing Reports**

Representatives of the following committees and employee unions are invited to provide a brief update to the Board. Representatives from these groups need to sign up to speak prior to the beginning of this item on the agenda by submitting a “Request to Address the Board” form. Five minutes may be allowed for each subcommittee or group listed below:

Academic Subcommittee	Safety and School Climate Committee
Citizens’ Bond Oversight Committee	School Supervisors Association Local 21
College and Career Readiness Academies	Technology Subcommittee
Community Budget Advisory Committee	United Teachers of Richmond
Facilities Subcommittee	West Contra Costa Administrators Association
Ivy League Connection	Youth Commission
Public Employees Local 1	

*** E.2 Superintendent’s Report**

*** E.3 In Memory of Members of the School Community**

Comment:

The District would like to take time to recognize the contributions of members of our school community who have passed away. The District requests the community to submit names to be reported as a regular part of each agenda.

Ms. Ellen Noller began work in the District in 1969 retiring in 1990. She held positions as Sub Clerk, Typist Clerk, Paraprofessional, Instructional Assistant and Library Assistant. She had a gift for connecting with people through her work, letters, church and charitable organizations.

Mr. Jorge Tavor, long time teacher’s aide at Riverside Elementary passed away. He served students at the school since 1999.

Ms. Billie Crocker worked for the District for 35 years retiring in 2009. She was well regarded as the school secretary at Downer Elementary.

Our thoughts go out to the family and friends in the loss of their loved one.

Recommendation:

For Information Only

Fiscal Impact:

None

F. ACTION ITEMS

*** F.1 Richmond College Preparatory (RCP) School Renewal Hearing**

Comment:

In July 2005, an initial Charter Petition was submitted to open Richmond College Preparatory Charter Elementary. A revised petition was submitted in October and approved by the Governing Board in November of 2005. In July of 2010 the Board voted to grant a renewal.

This hearing is to consider the level of community support, preliminary data and pertinent information to support renewal of a charter petition. Following review of the Charter petition, supporting documents, and a written staff recommendation, the Board will make a decision concerning renewal at the March 4, 2015 meeting.

Recommendation:

For the Board to hear a presentation from the RCP staff and the public comment concerning the renewal application for Richmond College Preparatory School.

Fiscal Impact:

Cost recovery for charter operation and lost ADA for students attending the charter school.

*** F.2 Memoranda of Understanding (MOUs) for Aspire Richmond Technology Academy Elementary and Aspire Richmond California College Preparatory Academy**

Comment:

A. On September 5, 2014 the Aspire Charter Management Organization submitted two charter petitions to open Elementary and Middle through High School programs in the District.

B. On October 1, 2014 the Board held a hearing to gauge the level of support for the charters, and to hear pertinent details about the petitions provided by the Charter School representatives.

C. On December 3, 2014 the Board made a decision to approve both charters, and directed staff to secure Operational Memoranda of Understanding.

Recommendation:

Board approval of the Memorandum of Understanding

Fiscal Impact:

None

*** F.3 Memoranda of Understanding (MOUs) for Operational and Special Education for the Amethod Charter Management Organization for John Henry High School**

Comment:

A. On September 3, 2014 the Amethod Charter Management Organization submitted a charter petition to open a High School program in the District.

- B. On October 15, 2014 the Board held a hearing to gauge the level of support for the charter, and to hear pertinent details about the petitions provided by the Charter School representatives.
- C. On December 3, 2014 the Board made a decision to approve the charter, and directed staff to secure Operational and Special Education Memoranda of Understanding.

Recommendation:

Board approval the Memoranda of Understanding

Fiscal Impact:

None

* **F.4 Priorities, Overarching Goal, Board Committee and Liaison Assignments**

Comment:

At the December reorganization meeting, the Board agreed to review committee assignments at the annual board retreat. At the January 10, 2015 Board Retreat, members discussed their collective priorities for 2015 as well as an overarching goal. From these conversations the Board is considering four priorities for 2015 including:

1. Support for teachers;
2. Improved student learning outcomes;
3. Community engagement and transparency;
4. Be visible observers in schools and the community.

The Board members also discussed committees and assignments, providing President Groves with input and requests for assignments including:

Committee & Liaison Assignments

Academic Subcommittee – Randy Enos, Chair; Liz Block

Citizens' Bond Oversight – Liz Block

Community Budget Advisory – Todd Groves

Facilities Subcommittee – Madeline Kronenberg, Chair; Liz Block

Safety and School Climate Committee – Randy Enos, Chair; Valerie Cuevas

Technology Subcommittee – Todd Groves, Chair; Madeline Kronenberg

Youth Commission – Valerie Cuevas; Todd Groves

Solutions Team – Valerie Cuevas; Madeline Kronenberg

Community Advisory for Special Education – Liz Block

Local Control Accountability Plan – Valerie Cuevas

Multilingual District Advisory Council – Madeline Kronenberg

High School Family Assignments and Graduations

El Cerrito High School – Todd Groves

Hercules High School – Liz Block

Kennedy High School – Randy Enos

Pinole Valley High School – Randy Enos

Richmond High School – Valerie Cuevas
DeAnza High School – Madeline Kronenberg
Middle College High School – Todd Groves
Adult Education – Madeline Kronenberg
Alternative High Schools – Liz Block
Extended Year Graduation – Madeline Kronenberg

Liaison to City Councils and Unincorporated Councils

El Cerrito – Todd Groves
Hercules – Valerie Cuevas
Pinole – Madeline Kronenberg
Richmond – Randy Enos
San Pablo – Valerie Cuevas
Unincorporated Councils (El Sobrante, Kensington) – Liz Block

The Board also considered wording for an overarching goal for their work together as developed in Jim Collins *Good to Great* as a Big Hairy Audacious Goal statement: “Building best practices for enabling students to learn and succeed.”

Recommendation:

Recommend Approval

Fiscal Impact:

None

*** F.5 Uniform Complaint Procedures - Board Policy 1312.3 – Community Relations**

Comment:

The Human Resources Department has worked to revise Board Policy 1312.3 – Community Relations; specifically to meet the federal and state requirements on how the District processes the UCP complaints.

Included in the updated language is the requirement to allow for uniform complaints as they pertain to the procedural implementation of the Local Control Accountability Plan (LCAP).

Recommendation:

That the Board approve the modifications to Board Policy 1312.3

Fiscal Impact:

None

*** F.6 Public Hearing and Adoption of Bargaining Proposal from Public Employees Union, Local One to the West Contra Costa Unified School District**

Comment:

Pursuant to the Educational Employment Relations Act, the proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The reopener proposal of Public Employees Union, Local One will be presented, at which time the public is allowed to

comment on this proposal. A copy of the proposal is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation:

That the Board of Education hold a public hearing on the Public Employees, Local One initial bargaining proposal to the District in accordance with the 2012-2015 bargaining agreement.

Board Adoption of Bargaining Reopener Proposal:

Following the public hearing on its bargaining reopener proposal, the Board of Education will be asked to adopt the Public Employees, Local One proposal to the District in accordance with the 2012-2015 reopener agreement.

Recommendation:

That the Board of Education adopt the bargaining proposal for labor negotiations with the Public Employees, Local One.

Fiscal Impact:

To Be Determined

*** F.7 Public Hearing and Adoption of Initial Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees Union, Local One**

Comment:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The initial proposal of West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation:

That the Board of Education hold a public hearing on the District's initial bargaining proposal to the Public Employees, Local One in accordance with the 2012-2016 bargaining agreement.

Board Adoption of Initial Bargaining Proposal:

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District proposal to the Public Employees, Local One for the 2015-16 successor agreement.

Recommendation:

That the Board of Education adopt the bargaining proposal for labor negotiations with the Public Employees, Local One.

Fiscal Impact:

To Be Determined

G. DISCUSSION ITEMS

*** G.1 Background Checks for Contractors and Employees**

Comment:

Providing a safe place for our students is the first priority of everyone in the District. In order to ensure the safety of our students and staff, it is essential that background checks be completed on employees before they begin work as well as contractors who will be working on WCCUSD campuses. In this discussion, the Board will review current practices and, if appropriate, provide direction to enhance those practices.

Recommendation:

That the Board discuss the background check practices in the District.

Fiscal Impact:

None

*** G.2 Proposition 39 Preliminary Offer Options for three Charter Schools: Benito Juarez Elementary, John Henry High School, and Caliber Beta Academy School**

Comment:

Pursuant to Education Code Section 47614 (Proposition 39), two Amethod schools, Benito Juarez Elementary and John Henry High School, together with Caliber Beta Academy requested facilities for the 2015-16 school year. The West Contra Costa Unified School District is required to provide a preliminary offer and draft facilities use agreement to the requests by February 1, 2015. The deadline for final offers to the charters is April 1, 2015.

Amethod requested facilities for Benito Juarez Elementary (K-4) with a total projected enrollment of 235 and John Henry High School (9-12), with a total enrollment of 180. The Caliber Beta Academy (K-7) request is for a total enrollment of 568.

The District is limited with regard to available classroom space throughout the District. The majority of schools that have available teaching space are limited to just a few classrooms. The schools in central Richmond and North Richmond areas are close to capacity. Therefore, the following options are considered the best alternatives for the three charter schools and are for the 2015-16 school year only.

Caliber is proposed to be relocated from the temporary campus at Stege to the temporary campus behind Kennedy High School that Coronado Elementary now occupies. Construction at the new Coronado schools is progressing toward completion in May 2015 which would allow the Coronado classroom supplies, teacher materials and offices to vacate the temporary campus in time to prepare it for use by Caliber at the start of the 2015-16 school year. There are a sufficient number of teaching and auxiliary spaces to accommodate Caliber Prop 39 request for the 2015-16 school year. Space is available at that site for the proposed growth of the student population.

John Henry High school and the Benito Juarez Elementary school is proposed to share the campus that is currently occupied by the Leadership Public High School at 12th and Maine in Richmond. There are a sufficient number of teaching and auxiliary spaces to accommodate both Amethod Prop 39 requests for the 2015-16 school year. Since the plans for the completion of the Nystrom Elementary campus include the space where the Leadership campus currently exits and since both schools plan to expand in future

years, the proposal to house John Henry and Benito Juarez in that space would be for the 2015-16 school year only.

The details of the preliminary offers and draft facilities use agreements are being developed by staff in order to meet the February 1, 2015 deadline. The Board will have an opportunity to review the proposed final agreements prior to the April 1, 2015 deadline.

Recommendation:

The Board review the Proposition 39 facilities options

Fiscal Impact:

Fiscal impact to be identified prior to April 1, 2015

*** G.3 Reducing the Number of Members on the Citizens Bond Oversight Committee**

Comment:

Board Policy 7214.2 establishes the size and composition of the Citizens Bond Oversight Committee. Currently, there are 19 positions on the committee with 17 positions currently filled. Community members and one city council have questioned whether the composition of this committee is too large and whether members of the Board of Education should each appoint one member of the committee.

Recommendation:

That the Board discuss the composition of the CBOC and provide direction around whether and how to reduce the committee's size.

Fiscal Impact:

None

Recommendation:

Discussion

Fiscal Impact:

None

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – February 11, 2015

K. ADJOURNMENT

At 10:00 PM, any items remaining on the agenda that require immediate attention will be moved to this time. All other items will be tabled to another or the following Board meeting in order to make fair and attentive decisions. The meeting will adjourn at 10:30 PM. The meeting may be extended by a majority vote of the Board of Education.

The public may address items which are marked with an asterisk (*).

A. CLOSED SESSION

A.1 CALL TO ORDER

A.2 DISCLOSURE OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
(Government Code 54957.7)

A.3 RECESS TO CLOSED SESSION AS SCHEDULED

See Exhibit A

(Government Code Section 54954.5)

The **Open Session** will resume at the end of the **Closed Session** in the Multi-Purpose Room at approximately 6:30 PM.

EXHIBIT A

(Government Code Section 54954.5)
CLOSED SESSION AGENDA

January 21, 2015

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
[Government Code Section 54956.9(d)(1)]

a. California Charter School Association v. WCCUSD

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE TO LITIGATION
[Government Code Section 54956.9(d)(2) or (d)(3)]

Three cases

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/INITIATION OF LITIGATION
[Government Code Section 54956.9(d)(4)]

5. LIABILITY CLAIMS (Government Code Section 54956.95)

6. CONFERENCE WITH LABOR NEGOTIATORS

a. Superintendent/Dr. Bruce Harter

b. Employee Organizations
- UTR

- Local One
- School Supervisors Association
- WCCAA

- c. Unrepresented Employees
 - Confidential and Management

7. PUBLIC EMPLOYEE APPOINTMENT

2015 Extended Learning (summer school) Secondary Principal, Middle & High School
2015 Extended Learning (summer school) Assistant Principal, Middle & High School
2015 Extended Learning (summer school) Elementary School Principal & Special Education
Elementary School Principal

8. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Review of Superintendent's Goals

9. STUDENT DISCIPLINE (Education Code Section 35146)

Expulsions

10. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT
(Government Code Section 54957)

11. REPORT OF CLOSED SESSION ACTIONS

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Wendell C. Greer 
Associate Superintendent, K – Adult Operations

Agenda Item: B.4

Subject: Presentation of Student Board Representative from Richmond High School

Background Information:

A Student Board Representative from Richmond High School will attend the Board of Education on January 21, 2015. We would like to recognize and commend their participation.

Recommendation:

For Information Only

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**West Contra Costa Unified School District
Minutes of the Board of Education Meeting
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805**

Agenda Item B.7

January 7, 2015

A. CLOSED SESSION

B. OPENING PROCEDURES

President Groves called the meeting to order at 5:30 P.M. The Board recessed into Closed Session. President Groves called the Public Session to order at 6:30 P.M.

B.1 Pledge of Allegiance

President Groves led the Pledge of Allegiance.

B.2 Welcome and Meeting Procedures

President Groves offered welcome and instructions to the public regarding the meeting.

B.3 Roll Call

Board Members Present: Liz Block, Valerie Cuevas, Randall Enos, Todd Groves, Madeline Kronenberg

Staff Present: Pamela Blake, Executive Director; Denise Cifelli, Confidential Secretary; Steve Collins, SELPA Director; Luis Freese, District Engineer; Sheri Gamba, Associate Superintendent Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Joshua Herrera, Electronics Technician; Keith Holtslander, Director Facilities & Construction; Lisa LeBlanc, Associate Superintendent M & O/Bond Program; Mary Phillips, Chief Technology Officer; Nia Rashidchi, Assistant Superintendent Educational Services; Reyna Touriel, Translator; Marin Trujillo, Community Engagement Coordinator; Marcus Walton, Communications Director; Ken Whittemore, Assistant Superintendent Human Resources

B.4 Presentation of Student Board Representative from Pinole Valley High School

Mr. Alonzo Saravia provided a report of activities at Pinole Valley High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in Closed Session to approve appointment of Joanne Sundberg, Instructional Specialist at De Anza High School.

MOTION: Ms. Kronenberg moved to ratify action taken in Closed Session to appoint Joanne Sundberg as the Instructional Specialist at De Anza High School. Mr. Enos seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.6 Agenda Review and Adoption

Ms. Kronenberg requested item C.3 be pulled for discussion. Ms. Block requested item C.8 also be pulled for later discussion.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Enos moved approval of the agenda moving items C.3 and C.8 for further discussion after item E.3. Ms. Block seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, Student Representative Alonzo Saravia (advisory vote only), and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.7 Minutes: December 3, 2014; December 10, 2014; December 17, 2014; December 19, 2014

Superintendent Harter noted there was a mislabeling of an item and an incorrect vote tally on the December 10, 2014 minutes. Corrected copies were distributed for review.

Public Comment:
None

Board Comment:
None

MOTION: Ms. Cuevas moved approval of the Minutes of December 3, 2014; corrected December 10, 2014, December 17, 2014; and December 19, 2014. Mr. Enos seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, Student Representative Alonzo Saravia (advisory vote only), and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.8 Public Comment:
Latrissa Latie, Oscar Quintanilla, Mariela Cuellar, Pablo Ramirez, Katy Vasquez, Don Gosney, Cara Houser, Yolanda Lopez, Roberto Zurita, Dennis Cody, Luis Ventura, Monique Swain, Deantee James, Tom Panas, Monzerrat Ledesma, Dalia Gomez, Amairany Flores, Calvin Trampleasure

C. BUSINESS ITEM

C.1 Acceptance of Donations

C.2 Approval of Fund-Raising Activities

C.3 Contracts

This item was pulled for further discussion and separate action.

C.4 Certificated Board Authorization - Education Code 44258.3

C.5 Routine Personnel Changes - Certificated

C.6 Routine Personnel Changes – Classified

C.7 Ratification and Approval of Engineering Services Contracts

C.8 Approval of Negotiated Change Orders

This item was pulled for further discussion and separate action.

C.9 Approval of Negotiated Change Orders – M&O

C.10 Pinole Valley High School Existing Campus Demolition & Abatement Award of Contract

C.11 Williams Lawsuit Complaints Quarterly Report

MOTION: Ms. Block moved approval of Consent Items C. 1 – C.2, C.4 - C.7 and C.9 - C.11. Mr. Enos seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, Student Representative Alonzo Saravia (advisory vote only), and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Recognition of Lieutenant Michael Booker

Superintendent Harter suggested this item be moved to later on the agenda as Lieutenant Booker had not yet arrived.

MOTION: Ms. Block moved approval of moving Item D.1 after Item E. Mr. Enos seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, Student Representative Alonzo Saravia (advisory vote only), and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

E. COMMITTEE COMMUNICATIONS

E.1 Standing Reports

Ivy League Connection (ILC). Mr. Don Gosney provided an update on the program. He said applications have been received for three programs: Chicago, Vanderbilt, and Women in Leadership programs. He said he intends to meet with each Board member to ensure understanding of the benefits of the program. He concluded by sharing a story about an undocumented student in the program who took it upon herself to take advantage of recent legislation that will ensure her continued education.

United Teachers of Richmond (UTR). President Robert Mann spoke about the value of teachers.

College and Career Readiness. Mr. Greer advised that staff will be attending the Linked Learning Conference in Los Angeles next week and will have additional information to share at a future meeting.

Community Budget Advisory Committee. Ms. Gamba reported that the Governor's budget is scheduled to be released this week and the Committee will be attending a budget workshop on January 20th to learn more details.

Facilities Subcommittee. Ms. Kronenberg stated the committee met yesterday and worked on two action items: ensuring that the Gompers construction project is on schedule and bringing a discussion item to the Board on how the Bond program works relating to issuance, ratings and budget.

Safety and School Climate. Mr. Enos said that the committee had not met since the new year. Mr. Greer reported that the full service health center will be opened at Kennedy High School. He said the ribbon cutting ceremony will be held on January 9, 2015.

Technology Subcommittee. President Groves reported that the next meeting will be January 12 at 4:00 p.m. at the Technology Center, 1300 Potrero Ave., Richmond.

Youth Commission. Student Representative Alonzo Saravia reported that the Youth Commission visited each high school in December to discuss campus issues. He stated that his top priority after talking with students was to focus on safety.

Academic Subcommittee. Ms. Rashidchi reported that the next meeting is scheduled for January 13th at De Anza High in the Media Center.

E.2 Superintendent's Report

Superintendent Harter provided a report on activities in the District.

E.3 In Memory of Members of the School Community

Superintendent Harter recognized the contributions of members of the community who have passed away. President Groves asked for a moment of silence.

Public Comment:

None

Board Comment:

None

C. BUSINESS ITEM

C.3 Contracts

Public Comment

Mauricia Lopez, Fernando Santiago, Maribel Lopez, Donnell Jones, Ariana Hernandez, Marissa Glidden, Jesus A. Galindo, Dave Clark, Brent Knapp, Tyler Hester, Valeria Valencia, Raul Valencia, JG Larochette

Board Comment

Ms. Kronenberg had questions regarding the Teach for America contract. She asked Mr. Whittemore how many instructors from Teachers for America are currently in the District and what the contract amount would provide the District. She also asked about the teacher retention rate. Mr. Whittemore responded with clarification.

Mr. Enos questioned improvement in teacher retention after the Teach for America training program. He said he would like to see more interaction between Teach for America and United Teachers of Richmond.

Ms. Cuevas asked Mr. Whittemore for clarification on teacher retention numbers. She commented on the positive outcomes she sees from the program and thanked everyone for their efforts.

Ms. Block commented on her thoughts relating to teacher training programs. She also asked about the advantages of beginning the contract process. Mr. Hester provided information.

Ms. Kronenberg stated she was impressed by the success of the program. She said that she would like to see the opportunities expanded to all teachers.

MOTION: Ms. Kronenberg moved Approval of Consent Item C. 3 - Contracts. Ms. Block seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, Student Representative Alonzo Saravia (advisory vote only), and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

CI C.8 Approval of Negotiated Change Orders

Public Comment:
None

Board Comment

Ms. Block questioned change orders for Pinole and De Anza High Schools. Ms. LeBlanc provided additional details on the change order process and what triggered the change orders.

Ms. Cuevas commented positively on the use of the Change Order Committee as oversight for the Change Orders. She suggested a process be established for Board oversight of change orders as the percentage of the total project in change orders grows toward 10%. She suggested further discussion on this at the upcoming Board Retreat.

MOTION: Ms. Block moved Approval of Consent Item C. 8 - Approval of Negotiated Change Orders. Mr. Enos seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, Student Representative Alonzo Saravia (advisory vote only), and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

Student Representative Alonzo Saravia left for the evening.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Recognition of Lieutenant Michael Booker

Mr. Greer introduced and recognized Lieutenant Michael Booker for his support, dedication and commitment to students and staff. Lieutenant Booker has been the long time supervisor for Richmond Police Department's School Resource Officers. He has been reassigned to new duties within the Department. A plaque and signed basketball were presented in commendation of his service. Lieutenant Booker expressed his appreciation to the Board, District and Richmond Police Department for support over the years.

Public Comment:
None

Board Comment:

Mr. Enos thanked Lieutenant Booker for all his work and efforts.

Ms. Kronenberg expressed her gratitude for everything he's done for the kids and community.

Ms. Cuevas expressed her thanks.

President Groves gave his thanks and appreciation for all the time and effort he put in developing the kids.

Ms. Block expressed her thanks for his professionalism over the years.

Ms. Kronenberg left the dais.

F. ACTION ITEMS

F.1 Public Hearing and Adoption of the Initial Bargaining Proposal from School Supervisors Association (SSA), IFPTE Local 21 to the West Contra Costa Unified School District

Public Comment:
None

Board Comment:

None

MOTION: Mr. Enos moved approval of Adoption of the Initial Bargaining Proposal from School Supervisors Association (SSA), IFPTE Local 21 to the West Contra Costa Unified School District. Ms. Cuevas seconded. Ms. Block, Ms. Cuevas, Mr. Enos, and President Groves voted yes, with no abstentions and Ms. Kronenberg absent. Motion carried 4-0-0-1.

F.2 Public Hearing and Adoption of the Initial Bargaining Proposal from West Contra Costa Unified School District to School Supervisors Association (SSA), IFPTE Local 21

Public Comment:

None

Board Comment:

None

MOTION: Ms. Block moved approval of Adoption of the Initial Bargaining Proposal from West Contra Costa Unified School District to School Supervisors Association (SSA), IFPTE Local 21. Mr. Enos seconded. Ms. Block, Ms. Cuevas, Mr. Enos, and President Groves voted yes, with no abstentions and Ms. Kronenberg absent. Motion carried 4-0-0-1.

Ms. Kronenberg returned to the dais.

F.3 Public Hearing and Resolution No. 49-1415: Level II Developer Fees

Ms. LeBlanc introduced Ms. Cheryl King from Jack Schreder and Associates who gave a brief overview of the company's responsibilities and described the Level II Developer Fee process and explained the analysis they performed.

Public Comment:

Dan Boatwright

Board Comment:

Ms. Block questioned the land costs as it varies by region and asked for an explanation of some of the names and dates listed in the study. Ms. King responded.

Ms. Cuevas commented that charter school students are considered students of the District. She also questioned the timing of enrollment data. Ms. King responded.

Ms. Block left the dais.

President Groves asked for clarification on development areas and localized issues on enrollment. Ms. King responded with clarification

MOTION: Ms. Cuevas moved approval of Resolution No. 49-1415: Level II Developer Fees. Ms. Kronenberg seconded. Ms. Cuevas, Mr. Enos, Ms. Kronenberg, and President Groves voted yes, with no abstentions and Ms. Block absent. Motion carried 4-0-0-1.

F.4 Presentation of the 2013 – 2014 Audit Report by Crowe Horwath LLP

Ms. Gamba introduced Mr. Steven Westcourt from Crowe Horwath, LLP who provided information on the audit process and presented the 2013-2014 independent audit report.

Ms. Block returned to the dais.

Board Comment:

Ms. Kronenberg thanked Mr. Westcoat for the information.

Ms. Block applauded Mr. Westcoat for the thoroughness of the report.

Ms. Cuevas requested clarification on the reporting requirements. Mr. Westcoat responded.

Mr. Groves questioned categorical funding and OPEB payoffs. Ms. Gamba responded.

MOTION: Mr. Enos moved approval of Adoption of the 2013 – 2014 Audit Report by Crowe Horwath LLP. Ms. Kronenberg seconded. Ms. Block, Ms. Cuevas, Mr. Enos, Ms. Kronenberg, and President Groves voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

G. DISCUSSION ITEMS

G.1 Initial Bargaining Proposal from Public Employees Union (PEU), Local One to the West Contra Costa Unified School District

Mr. Whittemore introduced the item for the Board's review. He stated that this item will return at a later date as an action item.

Public Comment:

None

Board Comment:

None

G.2 Initial Bargaining Proposal from West Contra Costa Unified School District to Public Employees Union (PEU), Local One

Mr. Whittemore introduced the item for the Board's review. He stated that this item will return at a later date as an action item.

Public Comment:

None

Board Comment:

None

G.3 Uniform Complaint Procedures - Board Policy 1312.3 – Community Relations

Mr. Whittemore introduced the item noting significant updated language of Board Policy 1312.3 for the Board's consideration. He stated the policy will return to the agenda at a later date as an action item.

Public Comment:

None

Board

None

G.4 Project Status Report

Mr. Luis Freese provided an update of construction projects in the District.

Public Comment:

None

Board Comment:

None

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Ms. Cuevas welcomed the school communities back from the winter break and encouraged people to participate in the upcoming renaming committee meetings for Gompers High School. She also invited the community to join in her swearing-in reception on Sunday, January 11 at Verde Elementary.

Mr. Enos commended the Board on the efficiency of the meeting and said he was happy to see the focus on students.

Ms. Block stated that she appreciated the hard work and knowledge of all the staff. She said she looked forward to attending the Linked Learning Conference next week. She also expressed appreciation for parents attending the Bright Futures meeting.

Ms. Kronenberg stated how happy she was that Ms. Block would be attending the Linked Learning Conference. She suggested a news headline for the West County Times commending Lieutenant Booker. She hoped that the community would read about the good things the Richmond Police Department does for the students, schools and community.

President Groves commented on the remarks made by Student Representative Alonzo Saravia and plans to do his part to ensure safety in schools. He closed the meeting in the name of Student Representative Alonzo Saravia.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING
Lovonya DeJean Middle School – January 21, 2015

K. ADJOURNMENT
President Groves adjourned the meeting at 9:40 PM.

Motion vote count order: Yes-No-Abstain-Absent

BH:dc

**West Contra Costa Unified School District
Minutes of the Board of Education
Governance Retreat
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805**

January 10, 2015

I. CALL TO ORDER

President Todd Groves called the meeting to order at 9:00 AM.

Board Members Present: Randall Enos, Todd Groves, Madeline Kronenberg, Liz Block, Valerie Cuevas

Staff Present: Bruce Harter, Superintendent

II. Opportunity for Public Comment on Agenda Items

Anton Jungherr, Ben Steinberg, Tom Panas

III. Annual Organizational and Unity of Purpose Retreat

Local consultant Tracey Webb facilitated the Board in a discussion of how to create a unity of purpose and improve the organizational effectiveness of the Board. Ms. Webb led the Board through exercises including "Six Word Story," "Rules of Engagement," "A High Performing Team... what not to do," "Priorities," "Committee Assignments," "School and City Assignments" and "Big, Hairy Audacious Goal."

From these conversations the Board is considering four priorities for 2015 including:

1. Support for Teachers;
2. Improved student learning outcomes;
3. Community engagement and transparency;
4. Be visible observers in schools and the community.

Board members also reviewed possible Committee and Liaison assignments for adoption at the next regular Board meeting including:

Committee & Liaison Assignments

Academic Subcommittee – Randy Enos, Chair; Liz Block

Citizens' Bond Oversight – Liz Block

Community Budget Advisory – Todd Groves

Facilities Subcommittee – Madeline Kronenberg, Chair; Liz Block

Safety and School Climate Committee – Randy Enos, Chair; Valerie Cuevas

Technology Subcommittee – Todd Groves, Chair; Madeline Kronenberg

Youth Commission – Valerie Cuevas; Todd Groves

Solutions Team – Valerie Cuevas; Madeline Kronenberg

Community Advisory for Special Education – Liz Block

Local Control Accountability Plan – Valerie Cuevas

Multilingual District Advisory Council – Madeline Kronenberg

High School Family Assignments and Graduations

El Cerrito High School – Todd Groves

Hercules High School – Liz Block

Kennedy High School – Randy Enos

Pinole Valley High School – Randy Enos

Richmond High School – Valerie Cuevas
DeAnza High School – Madeline Kronenberg
Middle College High School – Todd Groves
Adult Education – Madeline Kronenberg
Alternative High Schools – Liz Block
Extended Year Graduation – Madeline Kronenberg

Liaison to City Councils and Unincorporated Councils

El Cerrito – Todd Groves
Hercules – Valerie Cuevas
Pinole – Madeline Kronenberg
Richmond – Randy Enos
San Pablo – Valerie Cuevas
Unincorporated Councils (El Sobrante, Kensington) – Liz Block

The Board also considered wording for an overarching goal for their work together as developed in Jim Collins *Good to Great* as a Big Hairy Audacious Goal statement: “Building best practices for enabling students to learn and succeed.”

IV. ADJOURNMENT

President Groves adjourned the meeting at 2:05 PM.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Bruce Harter
Superintendent

Agenda Item: B.8

Subject: Request to Address the Board – Billie Alexander

Background Information:

Mr. Billie Alexander has requested opportunity to address the Board regarding community involvement and Black History Month.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Grants/Awards/Agreements

Background Information:

Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed on the attached sheet dated January 21, 2015.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
January 21, 2015 Board Meeting

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
2014-15 Local Assistance Entitlements	\$5,731,314	California Department of Education - Special Ed Division, Admin Services Unit	To support the educating of students who have been identified with disabilities
Resource # 3310	7/1/14 - 9/30/16		PCA # 13379-01
Federal Preschool Grants	\$314,492	California Department of Education - Special Ed Division, Admin Services Unit	To support the Special Education Preschool Program ages three, four and five
Resource # 3315	7/1/14 - 9/30/16		PCA # 13430-01
2014-15 Preschool Local Entitlements	\$524,593	California Department of Education - Special Ed Division, Admin Services Unit	To support the educating of students who have been identified with disabilities
Resource # 3320	7/1/14 - 9/30/16		PCA # 13682-01

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.2

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated January 21, 2015. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
January 21, 2015 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Mr. Randall Singh & Ms. Amandeep Kaur	Materials & Supplies	*\$150.00	Lupine Hills Elementary
Mr. Randall Singh & Ms. Amandeep Kaur	Materials & Supplies	*\$175.00	Lupine Hills Elementary
PG&E Corporation Foundation	Materials & Supplies	\$352.65	Hercules Middle

*Estimated values for the non-cash donations are provided by the donor
Donation Précis 012115

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.3

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2014-15 school year is summarized on the attached sheet dated January 21, 2015.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
January 21, 2015 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Fairmont Elementary School	Spring Concert, Dinner and Silent Auction	Fairmont PTA
De Anza High School	Sale of Tickets for Warriors Game	DAHS Special Ed. Dept.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Summary of Payroll and Vendor Warrant Reports

Background Information:

Attached are the summaries of Payroll and Vendor Warrants issued during the month of December 2014.

Total of payroll warrants (December 2014):	\$ 10,636,961
Total of vendor warrants (December 2014):	\$ 32,184,805

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Month of : December 2014

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable				1,682,559	1,682,559
Regular	692203	693322	1,786,467	7,097,345	8,883,812
Special				248,395	248,395
Variable EFT				4,885,365	4,885,365
Regular EFT	457599	460594	8,748,665	33,547,680	42,296,345
Special EFT				102,174	102,174
Typed #1	692043	692044	3,171	573,122	649,874
Typed #2	692045	692187	49,629		
Typed #3	692188	692195	11,237		
Typed #4	692196	692198	6,871		
Typed #5	692199	692201	4,427		
Typed #6	692202	692202	1,416		
Typed #7					
BENEFITS				0	0
Cancelled	Various	Various	25,077	0	25,077
Totals			10,636,961	4,238,618	58,773,602

Salary detail is available in the Payroll office upon request.


Vincent Morales, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-1

DATE: December 2, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	671,230	21,068,983	21,740,213
7706	CAFETERIA	37,655	2,021,817	2,059,472
7707	CHILD DEVELOPMENT	3,056	45,043	48,099
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	111,878	811,441	923,319
7710	BUILDING	148,278	46,969,041	47,117,319
7711	CAPITAL FACILITIES	9,187	60,100	69,287
7712	SELF INSURANCE PROPERTY & LIABILITY		1,792,241	1,792,241
7713	STATE SCHOOL LEASE/PURCHASE			0
7714	COUNTY SCHOOL FACILITIES			0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY			0
7719	CHARTER SCHOOL			0
7725	MRAD			0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS	4,759	73,608	78,367
7770	ADULT EDUCATION	2,373	84,155	86,528
7785	DEFERRED MAINTENANCE	21,320	312,295	333,615
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	3,889,999	49,558,412	53,448,411
	TOTALS	4,899,735	122,799,966	127,699,701


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-2

DATE: December 9, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,205,753	21,740,213	22,945,966
7706	CAFETERIA	755,507	2,059,472	2,814,979
7707	CHILD DEVELOPMENT	18,618	48,099	66,717
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	6,505	923,319	929,824
7710	BUILDING	3,288,920	47,117,319	50,406,239
7711	CAPITAL FACILITIES		69,287	69,287
7712	SELF INSURANCE PROPERTY & LIABILITY	71,343	1,792,241	1,863,584
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		78,367	78,367
7770	ADULT EDUCATION	2,973	86,528	89,501
7785	DEFERRED MAINTENANCE	17,870	333,615	351,485
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	1,405	53,448,411	53,449,816
	TOTALS	5,368,894	127,699,701	133,068,595

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-3

DATE: December 16, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	2,306,530	22,945,966	25,252,496
7706	CAFETERIA	85,479	2,814,979	2,900,458
7707	CHILD DEVELOPMENT	1,928	66,717	68,645
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	24,161	929,824	953,985
7710	BUILDING	3,316,674	50,406,239	53,722,913
7711	CAPITAL FACILITIES		69,287	69,287
7712	SELF INSURANCE PROPERTY & LIABILITY		1,863,584	1,863,584
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		78,367	78,367
7770	ADULT EDUCATION	1,575	89,501	91,076
7785	DEFERRED MAINTENANCE		351,485	351,485
7790	BOND INTEREST & REDEMP TN		0	0
7701	PAYROLL REVOLVING	1,450,423	53,449,816	54,900,239
	TOTALS	7,186,770	133,068,595	140,255,365

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-4

DATE: December 22, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,004,143	25,252,496	26,256,639
7706	CAFETERIA	70,301	2,900,458	2,970,759
7707	CHILD DEVELOPMENT	3,130	68,645	71,775
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	529,627	953,985	1,483,612
7710	BUILDING	904,934	53,722,913	54,627,847
7711	CAPITAL FACILITIES		69,287	69,287
7712	SELF INSURANCE PROPERTY & LIABILITY	20,126	1,863,584	1,883,710
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS	319	78,367	78,686
7770	ADULT EDUCATION	10,756	91,076	101,832
7785	DEFERRED MAINTENANCE		351,485	351,485
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	50,660	54,900,239	54,950,899
	TOTALS	2,593,996	140,255,365	142,849,361

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-5

DATE: December 30, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	653,930	26,256,639	26,910,569
7706	CAFETERIA	201,794	2,970,759	3,172,553
7707	CHILD DEVELOPMENT		71,775	71,775
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		1,483,612	1,483,612
7710	BUILDING	4,891,642	54,627,847	59,519,489
7711	CAPITAL FACILITIES		69,287	69,287
7712	SELF INSURANCE PROPERTY & LIABILITY		1,883,710	1,883,710
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		78,686	78,686
7770	ADULT EDUCATION	30,463	101,832	132,295
7785	DEFERRED MAINTENANCE		351,485	351,485
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	208	54,950,899	54,951,107
	TOTALS	5,778,037	142,849,361	148,627,398

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: December 29, 2014

PAGE-6

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		26,910,569	26,910,569
7706	CAFETERIA		3,172,553	3,172,553
7707	CHILD DEVELOPMENT		71,775	71,775
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		1,483,612	1,483,612
7710	BUILDING		59,519,489	59,519,489
7711	CAPITAL FACILITIES		69,287	69,287
7712	SELF INSURANCE PROPERTY & LIABILITY		1,883,710	1,883,710
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		78,686	78,686
7770	ADULT EDUCATION		132,295	132,295
7785	DEFERRED MAINTENANCE		351,485	351,485
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	6,357,373	54,951,107	61,308,480
	TOTALS	6,357,373	148,627,398	154,984,771

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Sheri Gamba *sg*
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Notice of Completions: Bid 1461206-04 Ohlone Elementary School Phase I Campus Replacement/Phase 2 Demo, Bid 3601211-13 Kennedy High School Science Wing Renovation.

Background Information:

Substantial completion notices have been received for: Bid 1461206-04 and 3601211-13.

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractors:

Zovich & Sons, Bid 1461206-04 Ohlone Elementary School Phase I Campus Replacement/Phase 2 Demo.
BHM Construction, Kennedy High School Science Wing Renovation.

Recommendation: Recommend approval of these notices of completion.

Fiscal Impact: None.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
NAME WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
STREET
ADDRESS 1108 BISSELL AVENUE
CITY &
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on January 21, 2015.
5. The work done was: Project 1461206-04 Ohlone ES Phase 1 Campus Replacement/Phase 2 Demo.
6. The name and address of the contractor for such work of improvement was Zovich & Sons 2485 Technology Drive, Hayward, CA 94545 Date of Contract: 6/28/2011.
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Fidelity and Deposit Company of Maryland.
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Ohlone Elementary School, 1616 Pheasant Dr., Hercules, CA 94547.

Dated: January 21, 2015

Director, General Services
West Contra Costa USD

VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 21, 2015, at Richmond, CA.

Director, General Services
West Contra Costa USD

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
NAME WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
STREET
ADDRESS 1108 BISSELL AVENUE
CITY &
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on January 21, 2015.
5. The work done was: Project 3601211-13 Kennedy HS Science Wing Renovation.
6. The name and address of the contractor for such work of improvement was BHM Construction, 522 Walnut Avenue, Vallejo, CA 94592 Date of Contract: August 12, 2013.
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Travelers Casualty and Surety Company of America.
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Kennedy High School, 4300 Cutting Blvd., Richmond, CA 94804.

Dated: January 21, 2015

Director, General Services
West Contra Costa USD

VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 21, 2015, at Richmond, California.

Director, General Services
West Contra Costa USD

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Kenneth L. Whittemore, *KLW*
Assistant Superintendent Human Resources

Agenda Item: CI C.6

Subject: Certificated Board Authorization - Education Code 44258.3

Background Information: Ed Code 44258.3 allows the Governing Board of a school district to authorize the holder of credentials in the following areas: multiple subject, standard elementary, single subject, and standard secondary, with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

Recommendations for Variable Term Waivers and Teacher Consent Authorization

January 21, 2015

Waivers

Teacher Name	Site	Assignment
Romina C Manuel	Itinerant	Speech

Definition: Variable term waivers provide applicants with additional time to complete the requirements for the credential that authorizes the service or provide employing agencies with time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the assignment options.
(Assignment pending fingerprint clearance when applicable)

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Kenneth L. Whittemore, *KW*
Assistant Superintendent Human Resources

Agenda Item: CI C.7

Subject: Certificated Provisional Internship Permit (PIP) Request(s)

Background Information: The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully credentialed teacher cannot be found. The PIP is issued for one (1) year and is renewable one time only provided the teacher has taken all appropriate subject matter examinations, but has not yet passed those tests.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

January 21, 2015

Action Taken

PIP

Teacher Name	Site	Assignment
Katherine Marroquin	Pinole Valley High School	RSP

Definition: The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Approve the following Revised Job Description

Financial Systems Analyst

Background Information: The Financial Systems Analyst job description is updated to meet the current operational and business needs of the organization. The job description also includes revisions to meet the primary functions, duties, and responsibilities required to work with the newly implemented financial software system (Munis). The business services department has reviewed and approved the job description.

The district has met with the School Supervisors Association, Local 21, and negotiated the attached job description.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

FINANCIAL SYSTEMS ANALYST

PRIMARY FUNCTIONS:

Assists with the supervision, operation, implementation, conversion and planning of the district's financial software systems; designs, creates and runs reports in the district's financial software systems; develops training modules, end-user resources and user support mechanisms for the district's financial software systems; and perform related tasks and duties as required.

MAJOR DUTIES AND RESPONSIBILITIES:

- Assists in the daily management and operations of the district's financial software systems.
- Continually monitors, analyzes and improves business and educational data processing application activities.
- Assists with the planning, design, installation, implementation and training of district's financial software systems.
- Develops efficient and effective solutions to complex programming, system and reporting problems.
- Interprets and implements district and state approved financial reporting requirements.
- Analyze and interpret technical materials (both oral and written) accurately and effectively.
- Performs systems analysis, system upgrade activities and utilizes system utilities to ensure the district's enterprise software system is optimal.
- Establishes, coordinates, implements and facilitates system tests, system audits and resolutions.
- Analyzes, modifies and designs systems logic, security logic and work flow processes.
- Creates, develops, designs and modifies data input/output forms.
- May participate in meetings with both internal and external stakeholders regarding modifications to existing systems, methods, forms, records, and reports.
- Designs, develops and creates complex reports for district departments, programs and staff.
- Documents system administration norms to establish, develop and support system administration procedures.
- Processes and responds to helpdesk (request for assistance) communications from internal/external customers via drop-ins, phones, emails and letters to resolve issues and anticipate potential problems.
- Develops end user support learning media, which may include manuals, videos, checklists and other tools.
- Supervises assigned staff.
- Performs related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Enterprise Software System operations, concepts and functionality.
- SQL Server Reporting Services (SRSS) and other applicable report writing protocols.
- Accounting principles and practices for utilization with various software programs and financial systems.
- Principles and techniques of database security and administration.
- Principles for report screen and form designs.
- Information technology principles, concepts and capabilities.
- Information systems analysis, workflow design and data modeling techniques.
- Relational database management principles and tools
- Microsoft Suite (Word, Excel, Project, Outlook and PowerPoint) and other productivity tools.
- State Education Code and other federal, state and local laws, rules and regulations.
- District Board policies, rules and regulations.
- Modern business practices and district authorized software to complete tasks, duties and responsibilities.
- Effective oral and written communication skills.
- Evaluation, support, training and project management skills and resources.

Ability to:

- Provide support and assistance to the daily management of the district's enterprise software system.
- Analyze, develop and implement improvements to existing manuals and computerized procedures.
- Write clear, logical reports, documentation, and procedures.
- Provide detailed technical assistance and information to internal and external stakeholders.
- Learn and apply new concepts in information technology
- Learn the characteristics of new systems and update skills to adapt to changing technology
- Communicate effectively orally and in writing
- Work well independently and manage multiple projects simultaneously.
- Compile, produce and maintain documentation and other data for software implementations, modifications and maintenance.
- Organize own work and that of others, which includes setting priorities and meeting critical deadlines.
- Analyze and interpret materials and problems involving protocols, procedures, documentation and other related reference materials.
- Contribute effectively to the accomplishment of team or work unit goals, objectives and activities.
- Train, direct, guide, coach, support and discipline assigned staff.
- Understand and carry out verbal and written directions.

- Read, write and speak English with sufficient comprehension to perform duties accurately and competently.
- Train, work effectively and work cooperatively with individuals from diverse backgrounds.
- Communicate positively and effectively, orally and in writing, with district staff, students and various community partners.

EDUCATION AND EXPERIENCE:

Education:

- Bachelor's Degree from an accredited college or university in Computer Science, Information Systems, Engineering or a closely related field.

Experience:

- Minimum two (2) years of demonstrated enterprise system or accounting implementation with progressively responsible experience.
- An equivalent combination of demonstrated experience and training to perform the tasks, duties and responsibilities as outlined above may be substituted for the required education at management's discretion.
- Demonstrated effective end-user software support.

Licenses or Certificates Needed:

- Possession of a valid California Driver's License. Candidates must provide and maintain official motor vehicle driving record, and proof of compliance with district safe driving standards.
- SQL certification, highly desirable.
- SQL Server Reporting Services (SRSS) certification, highly desirable.

PHYSICAL EFFORT / WORK ENVIRONMENT:

Environment:

- Primarily indoor office, with some outdoor exposure.
- Office setting with phones, computer work, customer contact, drop-ins and other communications.

Physical Abilities:

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Walk, climb, stand, stoop, lift and carry sufficient to perform tasks.

- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to use keyboard and office equipment.
- Drive and travel to various work and school sites.
- Occasionally lift and carry up to twenty (20) pounds for short distances.

SALARY:

Schedule: 4
Salary Range: 78

Approved by the Human Resources Department
Approved by the Board of Education _____.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: CI C.9

Subject: Approve the following Revised Job Description

Senior Account Clerk

Background Information: The current contract between the District and Public Employees Union, Local One, contains a classification of Senior Account Clerk (12 month position pay range 53) and a classification of Senior Account Clerk – Food Services (11 month position pay range 55).

Upon review of the positions with the Business Services and Food Services Departments it was determined the responsibilities of the positions have evolved to essentially become the same positions.

The job description is updated to meet the current district duties and responsibilities, as well as, meet the needs of both departments.

It is recommended the positions are combined to one job title, Senior Account Clerk. Under current district structure one position will continue to serve Business Services and one will serve the Food Service Department. The fiscal impact listed below comes from additional pay range added to one position and additional days.

The district has met with Public Employees Union, Local One and negotiated the attached job description.

Recommendation: Recommend Approval

Fiscal Impact: \$11,793.20

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SENIOR ACCOUNT CLERK

PRIMARY FUNCTIONS:

Works under general supervision, to perform difficult, complex financial record keeping work; assists in preparation of special, detailed and sometimes complex reports; independently assess, analyze, verify and resolve general and complex accounting documents/reports; and perform related tasks and duties as required.

MAJOR DUTIES AND RESPONSIBILITIES:

- Maintains a set of financial records, such as budget accounts, for various departments and/or programs.
- For assigned departments, programs and/or budgets, conducts routine accounting activities for accounts payable, accounts receivable, cash deposits, recording and cash management.
- Assists in maintaining double-entry general ledger and performs difficult and responsible bookkeeping work.
- Prepares accurate account distributions of cash receipts and disbursements.
- Reconciles bank statements with the general ledger.
- Based on programs, departments or budgets assigned, prepares and files consolidated claims for reimbursement and maintains quarterly reimbursement accruals.
- Establishes and maintains a depreciation schedule.
- Receives various types of financial documents to process, screen for accuracy and adhere to applicable legal and procedural requirements.
- Carries out procedural steps to ensure delivery or authorizes for payment.
- Enters, logs, reviews and balances data for all assigned accounts.
- Performs computations and makes necessary changes to assigned budgets using standard formulas and/or predetermined guides.
- Prepares financial statements and summaries independently for all assigned budgets and accounts.
- Makes trial balances and recapitulations.
- Receives, processes and resolves purchase orders by checking for proper budget codes and other pertinent information.
- Receives, codes and processes invoices, which includes checking for accuracy and completeness.
- Provides authoritative information on records maintained for all assigned budgets, departments and/or programs.
- Compiles data and prepares detailed reports for district use, presentations and for reporting.
- Enters and scans invoices into the district's computer system.
- Matches invoices with purchase orders, purchase order requisitions and evidence of receipt of goods or services as appropriate.
- Answers inquiries from district employees and outside vendors regarding accounts and similarly related matters.
- Responsible for assisting employees on the use of district's financial software.
- Compiles, processes, prepares and records necessary ongoing, monthly and annual reports for district use, presentations and for reporting.

- Participates, as required, in the district's Staff Development Program and maintain necessary documentation of such participation.
- Maintains accurate filing system for correspondence, invoices, files, purchase orders, purchase order requisitions, records, reports, evidence of receipt of goods and services and any other job related materials for reference and record.
- Communicates with internal/external customers via drop-ins, phones, emails, letters and other communications regarding accounts payable to answer all questions and anticipate potential problems or issues.
- Establishes, maintains and fosters strong, professional relationships with employees and vendors.

QUALIFICATIONS:

Knowledge of:

- Bookkeeping policies, methods, terminology, principles and compliance, particularly as applied to governmental accounting.
- Computers, menu driven software and Microsoft Office (Outlook, Access, Excel PowerPoint and Word) in conjunction with computer data entry processes.
- State Education Code and other federal, state and local laws, rules and regulations pertaining to bookkeeping.
- District Board policies, rules and regulations.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.

Ability to:

- Apply bookkeeping and accounting principles to the maintenance of accounts and financial records.
- Analyze business methods and procedures to adapt them to information technology.
- Prepare accurate financial summaries and reports.
- Work independently with little supervision.
- Perform double-entry bookkeeping work.
- Facilitate beneficial relationships between end-users, vendors, and accounting.
- Interpret, apply and explain rules, regulations, guidelines, etc. related to bookkeeping and accounts for the district.
- Assist in developing and updating accounting policies and procedures.
- Generate documents and reports for audits and local, state and federal review.
- Assist in providing ongoing instruction and assistance to district staff, teachers, and administrators, as related to accounting.
- Collaborate in the development, implementation, and ongoing use of the district financial software.
- Perform involved and varied arithmetical calculations rapidly and accurately.
- Operate standard office machinery including ten-key adding machine, copiers and scanners.
- Work and communicate effectively and cooperatively with individuals from diverse backgrounds.

EDUCATION AND EXPERIENCE:

Education:

- High School Diploma or G.E.D; and
- Verifiable college level units in accounting or closely related field.

Experience:

- Four (4) years of increasingly responsible and verifiable experience with the following: financial record keeping, cost allocations, financial statements, accounts payable, accounts receivable, cash disbursements and cash receipts.
- An equivalent combination of demonstrated experience and training to perform the tasks, duties and responsibilities as outlined above may be substituted for the required education at management's discretion.

PHYSICAL EFFORT / WORK ENVIRONMENT:

Environment:

- Indoor environment.
- Office setting with moderate phones, computer work, vendor meetings, staff meetings, and other communications.
- Occasional travel for the purpose of professional development and training.

Physical Abilities:

Employees in this position must have/be able to:

- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate assigned office equipment.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Observe safe lifting and carrying practices.

SALARY:

Schedule: 5
Salary Range: 55

Approved by the Human Resources Department

Approved by the Board of Education _____.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Lisa LeBlanc 
Associate Superintendent of Operations

Agenda Item: CI C.10

Subject: Ratification and Approval of Engineering Services Contracts

Background Information:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:

Ratify and approve contracts.

Fiscal Impact: Total for this action: \$854,707. Funding sources are Bond Fund and Fund 40.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
El Cerrito High School Stadium Project Bond Measure Funded (PID:3541348-00)	September 2014 through November 2014	Vibro-Acoustic Consultants	\$7,875	Additional Noise Measurements and Mitigation Measures.
El Cerrito High School Stadium Project Bond Measure Funded (PID:3541348-00)	January 2015 through March 2015	Allana Buick & Bers, Inc.	\$48,368	Waterproofing Construction and Monitoring.
Gompers & LPS Campus Replacement Project Bond Measure Funded (PID:3581366-05)	January 2015 through August 2015	HMC Architects	\$103,250	Full time On-Site Construction Administration Services.
Gompers & LPS Campus Replacement Project Bond Measure Funded (PID:3581366-05)	January 2015 through October 2015	SGI Construction Management, Inc.	\$414,763	Construction Management Services.
Korematsu Middle School Campus Replacement Project Bond Measure Funded (PID:2141103-06)	January 2015	HY Architects	\$2,500	Additional Design Services for Networking System.
Korematsu Middle School Campus Replacement Project Bond Measure Funded (PID:2141103-06)	December 2014 through January 2015	GHD, Inc.	\$7,897	Additional Environmental Field Investigation Services.
Nystrom Elementary School Modernization Project Bond Measure Funded (PID:1441205-02)	January 2015 through March 2015	Allana Buick and Bers, Inc.	\$33,562	Waterproofing Construction and Monitoring.
Pinole Valley High School Hillside Stabilization Project Bond Measure Funded (PID:3621377-04)	January 2015 through March 2015	Kleinfelder	\$15,000	Additional Geotechnical Construction Observation and Testing Services.

January 21, 2015

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

District Nutrition Center Fund 40	January 2015 through February 2015	Allana, Buick and Bers, Inc.	\$8,227	Roof Assessment of Existing Facility.
Bond Program Management Bond Measure Funded	January 2015 through March 2015	SGL Construction Management, Inc.	\$221,162	Design Management Services.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Lisa LeBlanc 
Associate Superintendent of Operations

Agenda Item: CI C.11

Subject: Approval of Negotiated Change Orders

Background information:

Staff is seeking approval of Change Orders on the following current District construction projects: New Gompers CHS & LPS Richmond School; Korematsu MS New Building; De Anza HS Linked Learning Building; Pinole Valley HS Ph2A Interim Campus; Kennedy HS Richmond Swim Center; Security Unified Platform. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by approving these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Approve negotiated Change Orders as noted.

Fiscal Impact: Total approval by this action: \$1,079,469.40

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

January 21, 2015 Change Order Approval Summary

	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Approval	Change Percent	Total CO's	Total CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	New Gompers CHS & LPS Richmond School	Lathrop Construction Associates, Inc.	\$53,887,350.00	\$964,042.00	\$50,753.00	0.094%	\$1,642,822.00	3.05%	\$55,530,172.00	57
					\$83,340.00	0.155%				58
					\$4,384.00	0.008%				59
					\$31,619.00	0.059%				60
					\$80,461.00	0.149%				61
					\$5,550.00	0.010%				62
					\$422,673.00	0.784%				63
2	Korematsu MS New Building	Arntz Builders, Inc.	\$42,762,406.00	\$423,250.12	\$10,260.35	0.02%	\$678,355.20	1.59%	\$43,440,761.20	40
					\$27,101.82	0.06%				41
					\$2,767.66	0.01%				42
					\$11,441.64	0.03%				43
					\$4,330.10	0.01%				44
					\$3,707.65	0.01%				45
					\$195,495.86	0.46%				46
3	DeAnza HS Linked Learning Building	BHM Construction, Inc.	\$17,750,953.00	\$154,223.00	\$16,581.00	0.09%	\$170,804.00	0.96%	\$17,921,757.00	5
4	Pinole Valley HS - Ph2A Interim Campus	JUV, Inc.	\$5,530,000.00	\$1,026,905.25	\$103,399.00	1.87%	\$1,130,304.25	20.44%	\$6,660,304.25	19
5	Kennedy HS Richmond Swim Center	Arntz Builders, Inc.	\$7,642,921.00	\$14,407.71	\$25,352.00	0.33%	\$39,759.71	0.52%	\$7,682,680.71	5
6	Security Unified Platform	Ojo Technology	\$377,494.00	\$22,675.68	\$252.32	0.07%	\$22,928.00	6.07%	\$400,422.00	4

Total Board Action	\$1,079,469.40
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Note: the proposed Board Action is to Approve all Change Orders below ten percent (10%) of the Contract Value.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 21, 2015
From: Lisa LeBlanc **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Approval of Negotiated Change Orders – M&O

Background information:

Staff is seeking approval of Change Orders on the following current District construction project: Central-FOC Roof Replacement. Change Orders are fully executed by the District upon signature by the Superintendent's designee. The Board approval is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by approving these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served to have this work completed by the contractor on the project.

Recommendation:

Approve negotiated Change Orders as noted.

Fiscal Impact: None-contract extension only

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

January 21, 2015 Change Order Approval Summary - Maintenance and Operations

	Project	Company	Contract Number	Original Contract	Previously Approved CO's	CO's Pending Approval	Change Percent	Total CO's	Total CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
	ITC Roof and HVAC Renovation	JUV, Inc.	1000001513	\$760,000	\$28,189.96	\$0.00	0%	\$28,189.96	3.71%	\$ 788,189.96	5 (time extension)

Total Board Action	\$0.00
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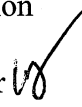
Note: the proposed Board Action is to Approve all Change Orders below ten percent (10%)of the Contract Value.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Wendell C. Greer 
Associate Superintendent, K – Adult Operations

Agenda Item: CI C.13

Subject: Resolution No. 51-1415: Recognition of West Contra Costa Unified School District
Job Shadow Day February 3, 2015 and Recognition of February 2015 as National Job Shadow Month

Background Information:

Resolution No. 51-1415 recognizes and acknowledges February 3, 2015 as WCCUSD Job Shadow Day and the month of February 2015 as National Job Shadow Month. Job Shadow is an academically motivating activity designed to give kids the unique opportunity of an up-close look at the world of work. Beginning with a nationwide kickoff on February 3, 2015, and continuing throughout the school year, students across America will “shadow” workplace mentors as they go through a normal day on the job. The program invites students to see firsthand how the skills learned in school relate to the workplace. Job Shadow 2015 is led by the National Job Shadow Coalition.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 51-1415

Resolution to Recognize February 3, 2015 as WCCUSD Job Shadow Day AND also the month of February 2015 as Job Shadow Month

WHEREAS, the Board of Education of the West Contra Costa Unified School District wishes to acknowledge and support the National Job Shadow Day on February 3, 2015 and the month of February, 2015 as Job Shadow Month.

NOW THEREFORE, BE IT RESOLVED, that Dr. Bruce Harter, Superintendent, is hereby authorized to declare the following day, February 3, 2015 as WCCUSD Job Shadow Day and the month of February 2015 as Job Shadow Month in the West Contra Costa Unified School District.

PASSED AND ADOPTED on the nineteenth day of January 21, 2015, at a regular meeting of the Board of Education by the following vote:

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution passed at a meeting of the Board of Education of the West Contra Costa Unified School District held on January 21, 2015.

Bruce Harter
Secretary, Board of Education

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 21, 2015
From: Nia Rashidchi, Assistant Superintendent **Agenda Item:** CI C.14
Educational Services
Subject: Resolution No. 52-1415: African-American History Month - February 2015

Background Information:

The State Board of Education has proclaimed February 2015 as African-American History Month. The West Contra Costa Unified School District recognizes the contributions of African Americans and encourages schools to develop special instructional activities and celebrations.

Recommendation: Approve this Resolution honoring African-American History Month, February 2015

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Resolution No. 52-1415

**Honoring African-American History Month
February 2015**

WHEREAS, Americans of African descent helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded;

WHEREAS, African-American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221(d) which established March 5 as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African-American martyr of the Boston Massacre;

WHEREAS, The California State Board of Education recognizes in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people;

WHEREAS, The history and contributions of African-American citizens have been consistently overlooked, misinterpreted and undervalued in the curriculum of public education institutions prior to the Civil Rights Act of 1964; and

WHEREAS, The History-Social Science Framework of California Public Schools, Kindergarten through Grade Twelve, states that the history curriculum of community, state, region, nation, and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups throughout the K-12 educational program.

NOW THEREFORE BE IT RESOLVED THAT, the State Board of Education, as does the West Contra Costa Unified School District Board of Education proclaim the month of February 2015 as African-American History Month, and encourages all educational communities to commemorate this occasion with appropriate instructional activities.

PASSED AND ADOPTED this twenty-first day of January 2015 at a regular meeting of the Board of Education by the following vote:

AYE's _____ NO's _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District, at a public meeting of said Board held on January 21, 2015.

President of the Board of Education

Secretary of the Board of Education

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Nia Rashidchi
Assistant Superintendent, Educational Services

Agenda Item: D.1

Subject: WCCUSD Local Benchmark Assessment Report #1

Background Information:

Staff will give a report on the results of the first round of district Benchmark Assessments, including K- Algebra Mathematics and Elementary English Language Arts and English Language Development.

Recommendation: Report

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: D.2

Subject: Budget Update

Background Information: Associate Superintendent Business Services will provide an update on the budget based upon information provided at the Governor's Budget Workshop on January 15, 2015.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 21, 2015
From: Bruce Harter **Agenda Item:** E.3
Superintendent
Subject: In Memory of Members of the School Community

Background Information:

The District would like to take time to recognize the contributions of members of our school community who have passed away. The District requests the community to submit names to be reported as a regular part of each agenda.

Ms. Ellen Noller began work in the District in 1969 retiring in 1990. She held positions as Sub Clerk, Typist Clerk, Paraprofessional, Instructional Assistant and Library Assistant. She had a gift for connecting with people through her work, letters, church and charitable organizations.

Mr. Jorge Tavor, long time teacher's aide at Riverside Elementary passed away. He served students at the school since 1999.

Ms. Billie Crocker worked for the District for 35 years retiring in 2009. She was well regarded as the school secretary at Downer Elementary.

Our thoughts go out to the family and friends in the loss of their loved one.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Wendell C. Greer
Associate Superintendent, K-Adult Operations

Agenda Item: F.1

Subject: Richmond College Preparatory (RCP) School Renewal Hearing



Background Information:

In July 2005, an initial Charter Petition was submitted to open Richmond College Preparatory Charter Elementary. A revised petition was submitted in October, and approved by the Governing Board in November of 2005. In July of 2010 the Board voted to grant a renewal.

This hearing is to consider the level of community support, preliminary data and pertinent information to support renewal of a charter petition. Following review of the Charter petition, supporting documents, and a written staff recommendation, the Board will make a decision concerning renewal at the March 4, 2015 meeting.

Recommendation: For the Board to hear a presentation from the RCP staff and the public comment concerning the renewal application for Richmond College Preparatory School.

Fiscal Impact: Cost recovery for charter operation and lost ADA for students attending the charter school.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

§ 15497. Local Control and Accountability Plan and Annual Update Template.

Introduction:

LEA: Richmond College Preparatory Contact (Name, Title, Email, Phone Number): _____

LCAP Year: 2014-15

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) 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 provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, 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?

- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<ol style="list-style-type: none"> 1. Board meetings: 1) presentation of LCAP overview and solicitation of input; 2) presentation of draft and solicitation of input/feedback 3) presentation of final draft for approval with the 2014-15 budget. 2. Parent meetings: 1) presentation of LCAP overview and solicitation of input at SSC and ELAC meetings in March and April. 3. Staff: meeting: Presentation of LCAP overview and solicitation of input 4. Staff and Parent Surveys were developed, distributed and collected. 	<p>Each stakeholder group provided both confirmation of the value of existing services and practices as well as recommendations for additional services and actions. The following are recommendations from the stakeholder groups that were incorporated into the LCAP:</p> <ul style="list-style-type: none"> • Expanding the study trip program to include more college trips; • Gathering information from students on school climate and engagement; • Expanding and strengthening the extended learning program; • Providing additional professional development for teachers to support curriculum and instruction • Providing an updated English language arts program • Providing an ELD program • Providing more technology, both for classroom instruction and student use <p>The stakeholder groups confirmed the value and importance of the Mindful Life and Toolbox programs, the home school communication services, the enrichment and intervention programs, the benchmark assessment program and existing professional development.</p>

Section 2: Goals and Progress Indicators

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup

*of pupils, for **each** state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil 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 the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address 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 subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes 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 and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Need: Highly qualified staff are needed to achieve academic goals for students. Metrics: Annual staffing and credential audit; Williams	1. Recruit, hire, train and retain high quality staff, who are committed, collaborative, caring and exemplary. Assign appropriately credentialed teachers to all	All students, including low income, foster youth and English learners.	N/A	N/A	100% of teachers appropriately credentialed and assigned	100% of teachers appropriately credentialed and assigned	100% of teachers appropriately credentialed and assigned.	Basic Services; Charter Petition

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Act Review	classrooms.							
<u>Need:</u> Students need access to CCSS and ELD Standards materials and texts to achieve academic goals. <u>Metrics:</u> Annual textbook and materials Audit; Williams Act Review	2. Provide all students Common Core State Standards (CCSS) and English Language Development (ELD) Standards aligned materials.	All students, including low income, foster youth and English learners.	N/A	N/A	100% of students have access to CCSS ELA materials. 100% of English learners have access to ELD Standards-aligned materials and texts	100% of students have access to CCSS ELA materials. 100% of English learners have access to ELD Standards-aligned materials and texts	100% of students have access to CCSS math and ELA materials. 100% of English learners have access to ELD Standards-aligned materials and texts	Basic Services
<u>Need:</u> School facility in good repair. <u>Metrics:</u> Annual facilities audit;	3. Maintain the school facilities in good repair.	All students, including low income, foster youth and English learners.	N/A	N/A	RCP in good or exemplary condition.	RCP in good or exemplary condition.	RCP in good or exemplary condition.	Basic Services

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Williams Act Review								
<u>Need:</u> Students need to meet or exceed grade level standards. <u>Metrics:</u> SBAC; math and ELA benchmarks	4. Prepare students to be college and career ready. Increase the percent of students achieving or exceeding grade -level standards.	All students, including low income, foster youth and English learners.	N/A	N/A	Establish baseline of students proficient or above and targets on SBAC and benchmark assessments	Meet established targets	Meet established targets	Student Achievement; Implementation of Common Core State Standards; Course Access; Other Pupil Outcomes; Charter Petition
<u>Need:</u> English learners (EL) need to develop proficiency in English in order to meet and exceed grade level standards. <u>Metrics:</u> CELDT	5. Prepare English learners (EL) to make a level of growth as measured on the California English Language Development Test annually.	English learners	N/A	N/A	5% increase in percent of ELs meeting growth targets	5% increase in percent of ELs meeting growth targets	5% increase in percent of ELs meeting growth targets	Student Achievement; Implementation of Common Core State Standards

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<u>Need:</u> ELs need to develop full proficiency in English in order to meet and exceed grade level standards. <u>Metrics:</u> Reclassification rates	6. Provide an EL program with both designated and integrated English Language Development (ELD) so that students are reclassified within six years of enrolling at RCP.	English learners	N/A	N/A	4% increase in percent of ELs meeting reclassification criteria	4% increase in percent of ELs meeting reclassification criteria	4% increase in percent of ELs meeting reclassification criteria	Student Achievement; Implementation of Common Core State Standards; Course Access
<u>Need:</u> A technology rich environment supports student achievement. <u>Metrics:</u>	7. Implement the RCP Technology Plan (e.g. purchase and use of Chrome Books,	All students, including low income, foster youth and English learners.	N/A	N/A	Meet targets established in the Technology Plan	Meet targets established in the Technology Plan	Meet targets established in the Technology Plan	Basic Services; Student Engagement; Student Achievement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Surveys; Annual hardware and software audits; Student usage data	classroom technology, I-Ready program, data system, such as Illuminate; professional development)							
<u>Need:</u> Improved student engagement is needed to increase student achievement. <u>Metrics:</u> Attendance rates; 5 th /6 th grade student surveys	8. Provide a safe, welcoming and engaging learning environment.	All students, including low income, foster youth and English learners.	N/A	N/A	2% increase in attendance	2% increase in attendance	1% increase in attendance	Student Engagement; School Climate; Charter Petition
<u>Need:</u> Parent involvement is	9. Engage parents and		N/A	N/A	10% increase in the percent	10% increase in the percent	10% increase in the percent	Parental Involvement;

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
an integral component in student success. <u>Metrics:</u> Parent Surveys Attendance records for parent events	families to support student success in school.				of parents completing the annual School Survey.	of parents completing the annual School Survey.	of parents completing the annual School Survey.	Charter Petition

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will

serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) 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?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

- A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
1. Recruit, hire, train and retain high quality staff who are committed, collaborative, caring and exemplary. Assign appropriately credentialed teachers to all classrooms.	Basic Services; Charter Petition	Interview and hire all needed staff.	N/A	N/A	Interview and hire all needed staff.	Interview and hire all needed staff.	Interview and hire all needed staff.
		Provide training for all staff before the opening of school and throughout the school year.			Provide training for all staff before the opening of school and throughout the school year.	Provide training for all staff before the opening of school and throughout the school year.	Provide training for all staff before the opening of school and throughout the school year.
		Complete the annual audit of teacher credentials and assignments. Address any misassignments.			Complete the annual audit of teacher credentials and assignments. Address any misassignments.	Complete the annual audit of teacher credentials and assignments. Address any misassignments.	Complete the annual audit of teacher credentials and assignments. Address any misassignments.
		Continue to implement the bonus program.			Continue to implement the bonus program.	Continue to implement the bonus program.	Continue to implement the bonus program.
					<u>Expenditures:</u> Compensation + Benefits – \$2.13 million	<u>Expenditures:</u> Compensation + Benefits – \$2.20 million	<u>Expenditures:</u> Compensation + Benefits – \$2.33 million

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					(General Fund/LCFF, Title I) Professional Development - \$41,000 (General Fund/LCFF, Title II) Compensation + Benefits - \$106,000 (General Fund/LCFF)	(General Fund/LCFF, Title I) Professional Development - \$43,000 (General Fund/LCFF, Title II) Compensation + Benefits - \$109,000 (General Fund/LCFF)	(General Fund/LCFF, Title I) Professional Development - \$44,000 (General Fund/LCFF, Title II) Compensation + Benefits - \$114,000 (General Fund/LCFF)
2. Provide all students Common Core State Standards (CCSS) and English Language Development (ELD) Standards aligned materials.	Basic Services	Purchase CCSS ELA aligned texts and materials. Provide professional development for teachers in the new ELA text. Identify and purchase ELD Standards aligned text and materials. Provide professional development in the ELD text and materials. Evaluate and purchase	N/A	N/A	Purchase CCSS ELA aligned texts and materials. (General Fund/LCFF) Provide professional development for teachers in the new ELA text. Identify and purchase ELD Standards aligned text and materials. Provide professional development in the	Evaluate CCSS math aligned texts and materials. Provide professional development for new teachers in the core curriculum texts. Complete the annual text and materials audit. Purchase any needed texts and materials.	Purchase CCSS math aligned texts and materials. Provide professional development for teachers in the new math text. Provide professional development for new teachers in the core curriculum texts. Complete the

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>CCSS math aligned texts and materials.</p> <p>Provide professional development for teachers in the new math text.</p> <p>Provide professional development for new teachers in the core curriculum texts.</p> <p>Complete the annual text and materials audit. Purchase any needed texts and materials.</p>			<p>ELD text and materials.</p> <p>Complete the annual text and materials audit. Purchase any needed texts and materials.</p> <p><u>Expenditures:</u> Approved Textbooks & Core Curricula Materials - \$87,000 (General Fund/LCFF)</p> <p>Professional Development - \$41,000 (General Fund/LCFF, Title II)</p>	<p><u>Expenditures:</u> Approved Textbooks & Core Curricula Materials - \$90,000 (General Fund/LCFF)</p> <p>Professional Development - \$43,000 (General Fund/LCFF, Title II)</p>	<p>annual text and materials audit. Purchase any needed texts and materials.</p> <p><u>Expenditures:</u> Approved Textbooks & Core Curricula Materials - \$95,000 (General Fund/LCFF)</p> <p>Professional Development - \$44,000 (General Fund/LCFF, Title II)</p>
3. Maintain the school facilities in good repair.	Basic Services	<p>Conduct annual audit of school facility. Make any identified repairs or changes.</p> <p>Conduct ongoing monitoring of the condition of facility and</p>	N/A	N/A	<p>Conduct annual audit of school facility. Make any identified repairs or changes.</p> <p>Conduct ongoing monitoring of the</p>	<p>Conduct annual audit of school facility. Make any identified repairs or changes.</p> <p>Conduct ongoing monitoring of the</p>	<p>Conduct annual audit of school facility. Make any identified repairs or changes.</p> <p>Conduct ongoing monitoring of the</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		make any needed repairs or changes. Continue routine maintenance of the facility.			condition of facility and make any needed repairs or changes. Continue routine maintenance of the facility. <u>Expenditures:</u> Repairs & Maintenance: Building - \$10,000 (General Fund/LCFF)	condition of facility and make any needed repairs or changes. Continue routine maintenance of the facility. <u>Expenditures:</u> Repairs & Maintenance: Building - \$11,000 (General Fund/LCFF)	condition of facility and make any needed repairs or changes. Continue routine maintenance of the facility. <u>Expenditures:</u> Repairs & Maintenance: Building - \$11,000 (General Fund/LCFF)
4. Prepare students to be college and career ready. Increase the percent of students achieving or exceeding grade-level standards.	Student Achievement; Implementation of Common Core State Standards; Course Access; Other Pupil Outcomes; Charter Petition	Development and implementation of a professional development plan for CCSS, the benchmark assessments, classroom management, and use of formative and summative assessment results to inform instruction. Implement a Guided Reading program within	N/A	N/A	Development and implementation of a professional development plan for CCSS, the benchmark assessments, classroom management, and use of formative and summative assessment results to inform instruction.	Implement the professional development plan for CCSS, the benchmark assessments, classroom management, and use of formative and summative assessment results to inform instruction.	Implement the professional development plan for CCSS, the benchmark assessments, classroom management, and use of formative and summative assessment results to inform instruction.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>the ELA program.</p> <p>Using the new data system, develop benchmarks for ELA and math.</p> <p>Continue the benchmark assessment program, including academic conferencing.</p> <p>Align the pacing guide and benchmark assessment schedule.</p> <p>Expand the study trip program to include more college visits.</p> <p>Evaluate Physical Fitness Test (PFT) data; develop an action plan to improve student performance; implement the action plan.</p>			<p>Implement a Guided Reading program within the ELA program.</p> <p>Using the new data system, develop benchmarks for ELA and math.</p> <p>Continue the benchmark assessment program, including academic conferencing.</p> <p>Align the pacing guide and benchmark assessment schedule.</p> <p>Expand the study trip program to include more college visits.</p> <p>Evaluate Physical</p>	<p>Implement a Guided Reading program within the ELA program.</p> <p>Continue the benchmark assessment program, including academic conferencing.</p> <p>Align the pacing guide and benchmark assessment schedule.</p> <p>Continue the study trip program, including more college visits.</p> <p>Continue to implement the PFT action plan.</p> <p><u>Expenditures:</u> Professional Development -</p>	<p>Implement a Guided Reading program within the ELA program.</p> <p>Continue the benchmark assessment program, including academic conferencing.</p> <p>Align the pacing guide and benchmark assessment schedule.</p> <p>Continue the study trip program, including more college visits.</p> <p>Continue to implement the PFT action plan.</p> <p><u>Expenditures:</u> Professional Development -</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					<p>Fitness Test (PFT) data; develop an action plan, including the work of a PE instructor, to improve student performance; implement the action plan.</p> <p><u>Expenditures:</u> Professional Development - \$41,000 (General Fund/LCFF, Title II)</p> <p>Compensation + Benefits - \$84,000 (General Fund/LCFF)</p> <p>Student Assessment - \$8,000 (General Fund/LCFF)</p> <p>Field Trip Expenses - \$3,000 (General Fund/LCFF)</p> <p>PE Supplies - \$1,000 (General Fund/LCFF)</p>	<p>\$43,000 (General Fund/LCFF, Title II)</p> <p>Compensation + Benefits - \$86,000 (General Fund/LCFF)</p> <p>Student Assessment - \$8,000 (General Fund/LCFF)</p> <p>Field Trip Expenses - \$3,000 (General Fund/LCFF)</p> <p>PE Supplies - \$1,000 (General Fund/LCFF)</p>	<p>\$44,000 (General Fund/LCFF, Title II)</p> <p>Compensation + Benefits - \$90,000 (General Fund/LCFF)</p> <p>Student Assessment - \$9,000 (General Fund/LCFF)</p> <p>Field Trip Expenses - \$3,000 (General Fund/LCFF)</p> <p>PE Supplies - \$1,000 (General Fund/LCFF)</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
7. Implement the RCP Technology Plan (e.g. Chromebooks, classroom computers, I-Ready program, data system, such as Illuminate)	Basic Services; Student Engagement; Student Achievement	<p>Purchase Illuminate to replace Data Director.</p> <p>Train all teachers in using electronic diagnostics to assess students for intervention.</p> <p>Train new teachers in using electronic diagnostics to assess students for intervention.</p> <p>Provide ongoing professional development for teachers in internet safety, cyber bullying, online classroom management, and computer-assisted instruction.</p> <p>Increase the use of technology to support collaboration, professional development and the use of data.</p>	N/A	N/A	<p>Purchase Illuminate to replace Data Director.</p> <p>Train all teachers in using electronic diagnostics to assess students for intervention.</p> <p>Provide ongoing professional development for teachers in internet safety, cyber bullying, online classroom management, and computer-assisted instruction.</p> <p>Increase the use of technology to support collaboration, professional development and the use of data.</p> <p>Purchase Chrome</p>	<p>Train new teachers in using electronic diagnostics to assess students for intervention.</p> <p>Provide ongoing professional development for teachers in internet safety, cyber bullying, online classroom management, and computer-assisted instruction.</p> <p>Increase the use of technology to support collaboration, professional development and the use of data.</p> <p>Purchase Chrome Books and other classroom technology to</p>	<p>Train new teachers in using electronic diagnostics to assess students for intervention.</p> <p>Provide ongoing professional development for teachers in internet safety, cyber bullying, online classroom management, and computer-assisted instruction.</p> <p>Increase the use of technology to support collaboration, professional development and the use of data.</p> <p>Purchase Chrome Books and other classroom technology to support curriculum</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		Purchase Chrome Books and other classroom technology to support curriculum and instruction, e.g. LCD projectors, document cameras, smart boards computer programs and licenses, e.g. I-Ready.			<p>Books and other classroom technology to support curriculum and instruction, e.g. LCD projectors, document cameras, smart boards computer programs and licenses, e.g. I-Ready.</p> <p><u>Expenditures:</u> Student Assessment - \$8,000 (General Fund/LCFF)</p> <p>Compensation + Benefits - \$73,000 (General Fund/LCFF)</p> <p>Professional Development - \$41,000 (General Fund/LCFF, Title II)</p> <p>Computers - \$150,000 (General Fund/LCFF)</p>	<p>support curriculum and instruction, e.g. LCD projectors, document cameras, smart boards computer programs and licenses, e.g. I-Ready.</p> <p><u>Expenditures:</u> Student Assessment - \$8,000 (General Fund/LCFF)</p> <p>Compensation + Benefits - \$75,000 (General Fund/LCFF)</p> <p>Professional Development - \$43,000 (General Fund/LCFF, Title II)</p> <p>Computers - \$155,000 (General Fund/LCFF)</p>	<p>and instruction, e.g. LCD projectors, document cameras, smart boards computer programs and licenses, e.g. I-Ready.</p> <p><u>Expenditures:</u> Student Assessment - \$9,000 (General Fund/LCFF)</p> <p>Compensation + Benefits - \$7,000 (General Fund/LCFF)</p> <p>Professional Development - \$44,000 (General Fund/LCFF, Title II)</p> <p>Computers - \$159,000 (General Fund/LCFF)</p> <p>Classroom Furniture, Equipment, and</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					Classroom Furniture, Equipment, and Supplies - \$14,000 (General Fund/LCFF) Instructional Materials & Supplies - \$31,000 (General Fund/LCFF)	Classroom Furniture, Equipment, and Supplies - \$14,000 (General Fund/LCFF) Instructional Materials & Supplies - \$32,000 (General Fund/LCFF)	Supplies - \$14,000 (General Fund/LCFF) Instructional Materials & Supplies - \$33,000 (General Fund/LCFF)
8. Provide a safe, welcoming and engaging learning environment.	Student Engagement; School Climate; Charter Petition	Develop and implement a school-wide behavior plan. Continue to implement the Mindful Life Program and the Toolbox, including Resolving Conflicts. Develop and implement an action plan to address attendance. Develop a student survey for upper grade students; administer the	N/A	N/A	Develop and implement a school-wide behavior plan. Continue to implement the Mindful Life Program and the Toolbox, including Resolving Conflicts. Develop and implement an action plan to address attendance. Develop a student	Implement the school-wide behavior plan. Continue to implement the Mindful Life Program and the Toolbox, including Resolving Conflicts. Implement the action plan to address attendance. Administer the	Implement the school-wide behavior plan. Continue to implement the Mindful Life Program and the Toolbox, including Resolving Conflicts. Implement the action plan to address attendance. Administer the survey; evaluate

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>survey; evaluate results; develop and implement an action plan to improve school climate and student engagement.</p> <p>Continue the afterschool enrichment and intervention program.</p> <p>Expand the mentor program.</p>			<p>survey for upper grade students; administer the survey; evaluate results; develop and implement an action plan to improve school climate and student engagement.</p> <p>Continue the afterschool enrichment and intervention program.</p> <p>Expand the mentor program.</p> <p><u>Expenditures:</u> Compensation + Benefits - \$140,000 (General Fund/LCFF)</p> <p>Consultants: Non Instructional - \$157,000 (General Fund/LCFF) Consultants:</p>	<p>survey; evaluate results; develop and implement an action plan to improve school climate and student engagement.</p> <p>Continue the afterschool enrichment and intervention program.</p> <p>Consultants: Non Instructional -</p> <p>Continue the mentor program.</p> <p><u>Expenditures:</u> Compensation + Benefits - \$145,000 (General Fund/LCFF)</p> <p>Consultants: Non Instructional - \$162,000 (General Fund/LCFF)</p>	<p>results; develop and implement an action plan to improve school climate and student engagement.</p> <p>Continue the afterschool enrichment and intervention program.</p> <p>Continue the mentor program.</p> <p><u>Expenditures:</u> Compensation + Benefits - \$152,000 (General Fund/LCFF)</p> <p>Consultants: Non Instructional - \$167,000 (General Fund/LCFF) Consultants: Instructional - \$84,000 (General Fund/LCFF)</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
					Instructional - \$79,000 (General Fund/LCFF)	Consultants: Instructional - \$82,000 (General Fund/LCFF)	
9. Engage parents and families to support student success in school.	Parental Involvement; Charter Petition	<p>Revise the parent/guardian survey.</p> <p>Administer the parent/guardian survey annually.</p> <p>Evaluate the survey results and develop and implement an action plan.</p> <p>Continue to provide a Family Advocate.</p> <p>Continue Home Visits program. Evaluate the results and develop and implement an action plan.</p> <p>Implement the parent survey on the use of the RCP voicemail communications;</p>	N/A	N/A	<p>Revise the parent/guardian survey.</p> <p>Administer the parent/guardian survey annually.</p> <p>Evaluate the survey results and develop and implement an action plan.</p> <p>Continue to provide a Family Advocate.</p> <p>Continue Home Visits program. Evaluate the results and develop and implement an action plan.</p> <p>Implement the parent survey on</p>	<p>Administer the parent/guardian survey annually.</p> <p>Evaluate the survey results and develop and implement an action plan.</p> <p>Continue to provide a Family Advocate.</p> <p>Continue Home Visits program. Evaluate the results and develop and implement an action plan.</p> <p>Implement the parent survey on the use of the RCP</p>	<p>Administer the parent/guardian survey annually.</p> <p>Evaluate the survey results and develop and implement an action plan.</p> <p>Continue to provide a Family Advocate.</p> <p>Continue Home Visits program. Evaluate the results and develop and implement an action plan.</p> <p>Implement the parent survey on the use of the RCP voicemail communications; Evaluate results and</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		Evaluate results and develop and implement an action plan. (Technology Plan)			the use of the RCP voicemail communications; Evaluate results and develop and implement an action plan. (Technology Plan) <u>Expenditures:</u> Compensation + Benefits - \$268,000 (General Fund/LCFF)	voicemail communications; Evaluate results and develop and implement an action plan. (Technology Plan) <u>Expenditures:</u> Compensation + Benefits - \$277,000 (General Fund/LCFF)	develop and implement an action plan. (Technology Plan) <u>Expenditures:</u> Compensation + Benefits - \$286,000 (General Fund/LCFF)

- B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2015-16	Year 2: 2015-16	Year 3: 2015-16
4. Prepare students to be college and career ready. Increase the percent of students achieving or exceeding grade - level standards.	Student Achievement; Implementation of Common Core State Standards; Course Access; Other Pupil Outcomes; Charter Petition	Hire a Curriculum and Instructional Specialist to provide job-embedded professional development for teachers and instructional aides. Implement Professional Learning Communities and grade-level collaboration meetings to focus on the needs of low income, foster youth, English learners and redesignated students. Develop and implement a plan for Response to	N/A	N/A	Hire a Curriculum and Instructional Specialist to provide job-embedded professional development for teachers and instructional aides. Implement Professional Learning Communities and grade-level collaboration meetings to focus on the needs of low income, foster youth, English learners and redesignated students.	Utilize the Curriculum and Instructional Specialist to provide job-embedded professional development for teachers and instructional aides. Implement Professional Learning Communities and grade-level collaboration meetings to focus on the needs of low income, foster youth, English learners and redesignated students.	Utilize the Curriculum and Instructional Specialist to provide job-embedded professional development for teachers and instructional aides. Implement Professional Learning Communities and grade-level collaboration meetings to focus on the needs of low income, foster youth, English learners and redesignated students.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2015-16	Year 2: 2015-16	Year 3: 2015-16
		<p>Intervention.</p> <p>Continue the I-Ready computer program for students needing intervention in ELA and math.</p> <p>Continue to provide an instructional aide in each classroom to support differentiated instruction.</p> <p>Expand the intervention opportunities within the extended learning program, e.g. after school and Saturdays.</p> <p>Purchase supplemental materials as needed.</p>			<p>Develop and implement a plan for Response to Intervention.</p> <p>Continue the I-Ready computer program for students needing intervention in ELA and math.</p> <p>Continue to provide an instructional aide in each classroom to support differentiated instruction.</p> <p>Expand the intervention opportunities within the extended learning program, e.g. after school and Saturdays.</p> <p>Purchase supplemental materials as needed.</p>	<p>Implement Response to Intervention.</p> <p>Continue the I-Ready computer program for students needing intervention in ELA and math.</p> <p>Continue to provide an instructional aide in each classroom to support differentiated instruction.</p> <p>Continue the intervention opportunities within the extended learning program, e.g. after school and Saturdays.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u> Compensation + Benefits - \$542,000 (General Fund/LCFF)</p>	<p>Implement Response to Intervention.</p> <p>Continue the I-Ready computer program for students needing intervention in ELA and math.</p> <p>Continue to provide an instructional aide in each classroom to support differentiated instruction.</p> <p>Continue the intervention opportunities within the extended learning program, e.g. after school and Saturdays.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u> Compensation + Benefits - \$547,000 (General Fund/LCFF)</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2015-16	Year 2: 2015-16	Year 3: 2015-16
					<u>Expenditures:</u> Compensation + Benefits - \$539,000 (General Fund/LCFF) Instructional Materials & Supplies - \$31,000 (General Fund/LCFF)	Instructional Materials & Supplies - \$32,000 (General Fund/LCFF)	Instructional Materials & Supplies - \$33,000 (General Fund/LCFF)
5. Prepare English learners (EL) to make a level of growth as measure the California English Language Development Test annually.	Student Achievement; Implementation of Common Core State Standards	Provide professional development in the ELD Standards and effective instructional practices for designated ELD. Develop and implement formative assessment program, including benchmarks, for ELD. Develop system for monitoring EL progress in meeting annual English proficiency targets. Develop and	N/A	N/A	Provide professional development in the ELD Standards and effective instructional practices for designated ELD. Develop and implement formative assessment program, including benchmarks, for ELD. Develop system for monitoring EL progress in meeting annual English proficiency targets.	Provide professional development in the ELD Standards and effective instructional practices for designated ELD. Implement formative assessment program, including benchmarks, for ELD. Implement system for monitoring EL progress in meeting annual English proficiency targets. Implement an intervention plan for	Provide professional development in the ELD Standards and effective instructional practices for designated ELD. Implement formative assessment program, including benchmarks, for ELD. Implement system for monitoring EL progress in meeting annual English proficiency targets. Implement an intervention plan for

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2015-16	Year 2: 2015-16	Year 3: 2015-16
		<p>implement an intervention plan for EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p>			<p>Develop and implement an intervention plan for EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u> Student Assessment - \$8,000 (General Fund/LCFF)</p> <p>Consultants: Instructional - \$79,000 (General Fund/LCFF)</p> <p>Professional Development - \$41,000 (General Fund/LCFF, Title II)</p> <p>Instructional Materials & Supplies - \$31,000 (General</p>	<p>EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u> Student Assessment - \$8,000 (General Fund/LCFF)</p> <p>Consultants: Instructional - \$82,000 (General Fund/LCFF)</p> <p>Professional Development - \$43,000 (General Fund/LCFF, Title II)</p> <p>Instructional Materials & Supplies - \$32,000 (General Fund/LCFF)</p>	<p>EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u> Student Assessment - \$9,000 (General Fund/LCFF)</p> <p>Consultants: Instructional - \$84,000 (General Fund/LCFF)</p> <p>Professional Development - \$44,000 (General Fund/LCFF, Title II)</p> <p>Instructional Materials & Supplies - \$33,000 (General Fund/LCFF)</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2015-16	Year 2: 2015-16	Year 3: 2015-16
					Fund/LCFF)		
6. Provide an EL program with both designated and integrated English Language Development (ELD) so that students are reclassified within six years of enrolling at RCP.	Student Achievement; Implementation of Common Core State Standards; Course Access	<p>Provide professional development in the ELD Standards and effective instructional practices for integrated ELD.</p> <p>Develop system for monitoring EL progress in meeting annual targets in ELA and ELD to ensure EL students are reclassified with 6 years of enrolling at RCP.</p> <p>Develop and implement an intervention plan for EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p>	N/A	N/A	<p>Provide professional development in the ELD Standards and effective instructional practices for integrated ELD.</p> <p>Develop system for monitoring EL progress in meeting annual targets in ELA and ELD to ensure EL students are reclassified with 6 years of enrolling at RCP.</p> <p>Develop and implement an intervention plan for EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p>	<p>Provide professional development in the ELD Standards and effective instructional practices for integrated ELD.</p> <p>Implement system for monitoring EL progress in meeting annual targets in ELA and ELD to ensure EL students are reclassified with 6 years of enrolling at RCP.</p> <p>Implement an intervention plan for EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u></p>	<p>Provide professional development in the ELD Standards and effective instructional practices for integrated ELD.</p> <p>Implement system for monitoring EL progress in meeting annual targets in ELA and ELD to ensure EL students are reclassified with 6 years of enrolling at RCP.</p> <p>Implement an intervention plan for EL students not making adequate progress in meeting targets.</p> <p>Purchase supplemental materials as needed.</p> <p><u>Expenditures:</u></p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2015-16	Year 2: 2015-16	Year 3: 2015-16
					<u>Expenditures:</u> Professional Development - \$41,000 (General Fund/LCFF, Title II) Consultants: Instructional - \$79,000 (General Fund/LCFF) Instructional Materials & Supplies - \$31,000 (General Fund/LCFF)	Consultants: Instructional - \$82,000 (General Fund/LCFF) Professional Development - \$43,000 (General Fund/LCFF, Title II) Instructional Materials & Supplies - \$32,000 (General Fund/LCFF)	Consultants: Instructional - \$84,000 (General Fund/LCFF) Professional Development - \$44,000 (General Fund/LCFF, Title II) Instructional Materials & Supplies - \$33,000 (General Fund/LCFF)

C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

RCP received \$161,495 in increased funding based on the number and concentration of low income pupils, foster youth and English learners. Our percentage of unduplicated students is 90%. The additional funds generated through LCFF are used for the new Curriculum and Instructional Specialist position, instructional consultants, professional development, and the expanded intervention program within the school day (Response to Intervention) and in the after school and Saturday programs.

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

The LCFF concentration and supplemental funds RCP received for low income, foster youth and English learners are 6.34% above the funding for all students. The Curriculum and Instructional Specialist, instructional consultants, professional development, and intervention programs provide services focusing on the needs of low income pupils, foster youth and English learners. These services represent more than a 6.34% in increased and improved services for our low income pupils, foster youth and English learners, who are 90% of our students in an unduplicated count.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

Richmond College Prep K-6 Charter

Charter Renewal Petition

Submitted to the
West Contra Costa Unified School District
Board of Directors

December 2014

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History and Accomplishments

History of the school

Richmond Elementary School, Inc. (RES, Inc.) was created by the Richmond Children's Foundation in 2003 to implement the foundation's commitment to improving the educational opportunities for children living in poverty in one of California's most challenged urban environments.

RES created the Richmond College Prep (RCPK6) Schools to engage in a bold initiative to create and sustain two highly successful model schools in Richmond, California, in one of the state's most impoverished, blighted, and violence-plagued inner-city neighborhoods, so the model can be replicated in urban environments across America. We are committed to improving the educational opportunities for children living in poverty. With support from the Richmond Children's Foundation, we opened the RCPK6 Pre-School in 2005 and inaugurated the RCPK6 Charter Elementary School in 2006. Our schools serve the Nystrom Elementary Attendance Area in Richmond, which encompasses South 2nd Street to South 20th Street and Cutting Boulevard Way to Ohio Street. Our goal is to give the children who attend the Richmond College Prep Schools all the educational resources, opportunities, and experiences usually provided to the children of wealthy communities. Our vision is that with exposure to a high-intensity, high-quality, and high-expectation educational environment from an early age, students from neighborhoods like the Iron Triangle will achieve at or above the learning standards typical of higher-income areas.

Our schools utilize evidence-based best practices in teaching, learning, and school reform, including an extended-day program which operates from 7:30 a.m. to 6 p.m. as well as an extended school year of 40 weeks per year. In the charter school, we maintain a ratio of one teacher/instructional aide for every 15 students, and our educational philosophy synthesizes a *constructivist* approach with elements from two whole school reform models: the *Accelerated Schools* model developed by Levin and colleagues at Stanford,¹ and the *School Development Program* developed by Comer, et al. at Yale. Additional resources provided at the preschool and charter elementary school include psychological evaluation and counseling services, speech therapy, gardening, a tutoring program, and various other enrichment and support activities. Our schools are guided by an independent, active, and community-based school board.

Our goals for student achievement are that students will: 1) meet or exceed grade-level standards in core skill areas; 2) become self-motivated, competent, lifelong learners; and 3) have a strong foundation for going to and succeeding in college with the skills and basic knowledge needed to become truly educated and have a wide array of choices open to them in future university education, work and community involvement.

In a few short years, we have transformed an abandoned school yard into an attractive, landscaped, welcoming campus. Our preschool currently serves 48 students. Our elementary school currently serves 446 students. It has grown by one grade level each year and now includes transitional kindergarten through 6th grade..

¹ HM Levin, *Accelerating schools for disadvantaged students*. Educational Leadership, 44(6), 1987. Hopfenberg, et al. *Accelerated Schools Resource Guide*. Jossey-Bass, 1993; T Boyd, *Accelerated Schools Plus: Research Base for Selected Services*. National Center Accelerated Schools, 2004.

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Our young people are engaged in and enthusiastic about their education. More importantly, we are making a difference in children's learning. Our 4th graders, now in their fifth year at RCPK6, are all reading at grade level. Our school's Academic Performance Index (API), which measures students' skills and progress from year to year, improved by 132 points from 2010 to 2013, increasing from 696 to 828, the highest API of any school in Richmond.

Continued Need for Richmond College Prep K-6 Charter

Richmond College Prep K-6 currently serves 446 students. The student population is comprised of approximately 48% African American, 53% Latino and 2% Pacific Islander. Poverty rates are high, job opportunities are scarce, housing is aging and substandard; and many of our students have family members who were or currently are incarcerated. To combat these issues, Richmond College Prep Schools strive to make available all the educational resources, opportunities and experiences usually provided to the children of wealthy communities. Our vision is that with exposure to a high-intensity, high-quality, and high expectation educational environment from an early age, students from neighborhoods like the Iron Triangle will master the learning standards typical of higher-income areas.

Accomplishments and Academic Performance

California Education Code stipulates that a charter school that has been in operation for four years shall meet at least one of the following criteria prior to receiving a charter renewal pursuant to paragraph (1) of subdivision (a):

- Attained its Academic Performance Index growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years.
- Ranked in deciles four to ten, inclusive, on the API in the prior year or in two of the last three years.
- Ranked in deciles four to ten, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

The May 13, 2014 letter to charter school authorizers from Julie Russell, Director, Charter School Division, and Keric Ashley, Director, Analysis, Measurement and Accountability Reporting Division, states "Three alternatives were authorized by Assembly Bill 484 to meet legislative and/or programmatic requirements: (a) the most recent API calculation; (b) an average of the three most recent annual API calculations; or (c) alternative measures that show increases in pupil academic achievement for all groups of pupils school wide and among significant student groups."

RCPK6 has met the criteria for renewal by attaining its Academic Performance Index growth target for 2013, the last year for which API results are available. RCPK6 met its growth targets in 2011 and 2012 as well. . The school is committed to continuing this growth trend for the next five years of its charter and beyond.

RCPK6 is also performing well compared to local schools of similar demographics.

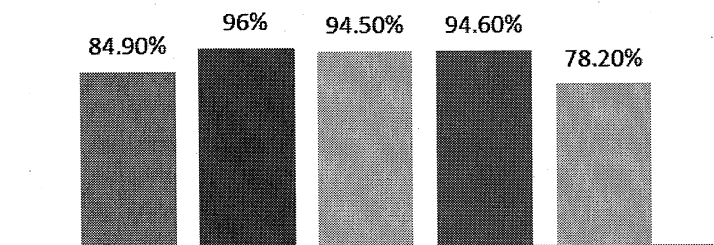
Charter Renewal Petition for Richmond College Prep K-6 Charter

Similar Schools

SCHOOL	# of African American	# of Hispanic	# of Pacific Islander	# of White
Richmond College Prep K-6 Charter	168	230	3	2
Nystrom Elementary	107	374	5	3
Coronado Elementary	147	275	5	9
Lincoln Elementary	99	342	5	4
Peres Elementary	111	419	5	5

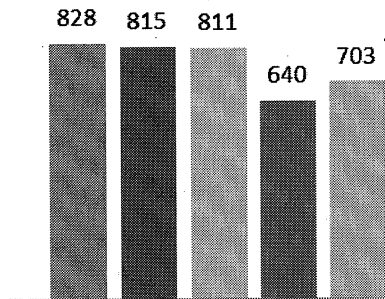
2013-14 % Students Receiving Free Meals

■ Richmond College Prep ■ Nystrom Elementary
■ Coronado Elementary ■ Lincoln Elementary
■ Peres Elementary

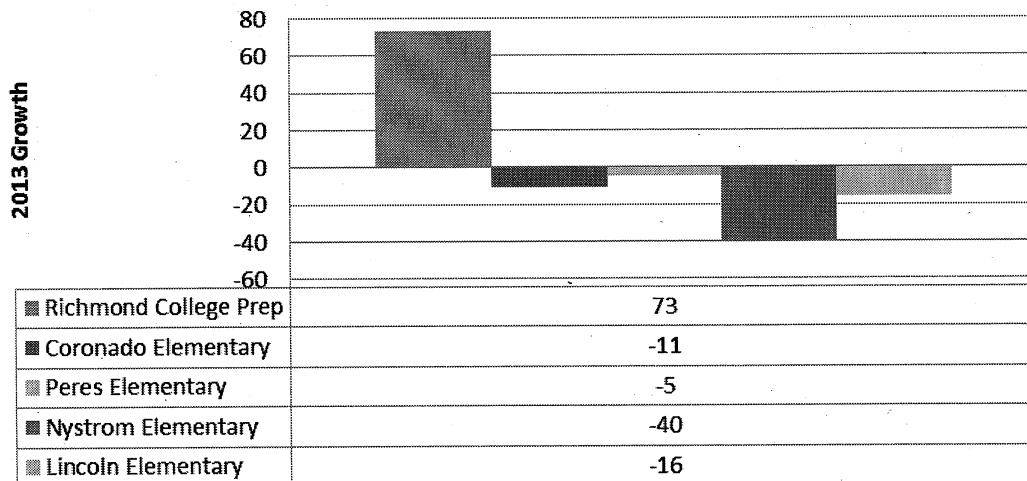


2013 API Comparison

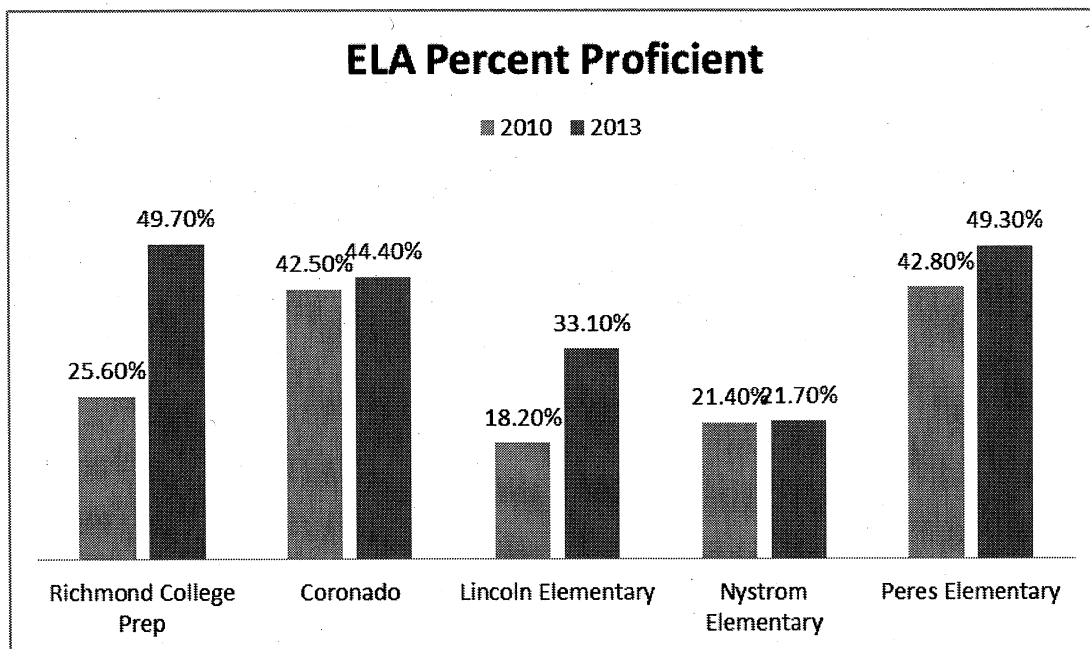
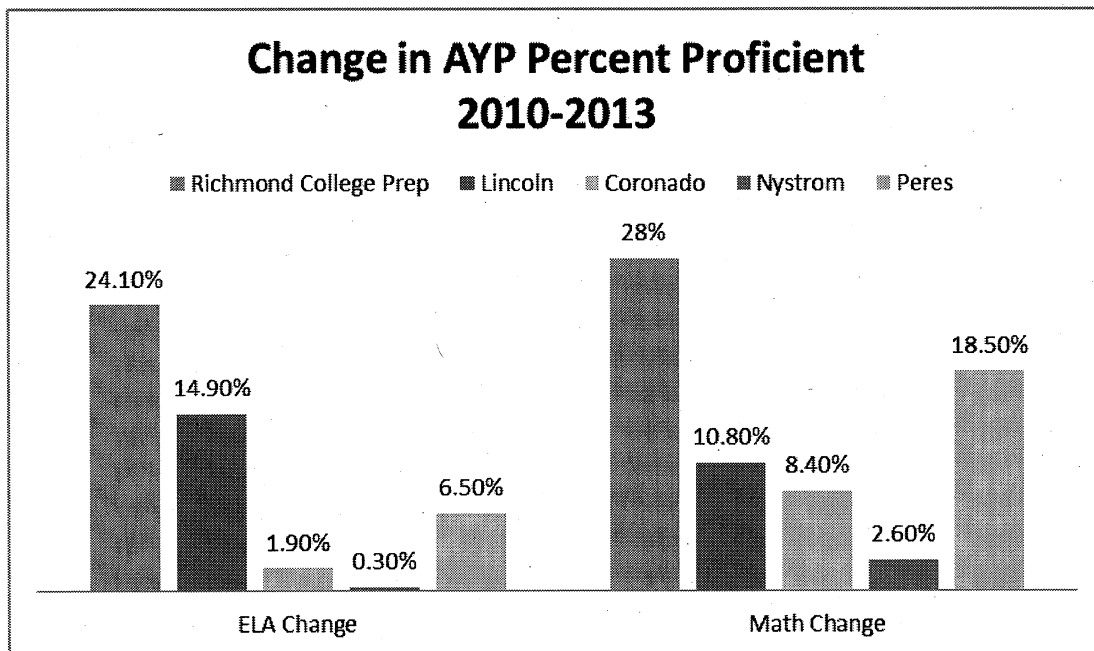
■ Richmond College Prep ■ Coronado Elementary
 ■ Peres Elementary ■ Nystrom Elementary
 ■ Lincoln Elementary

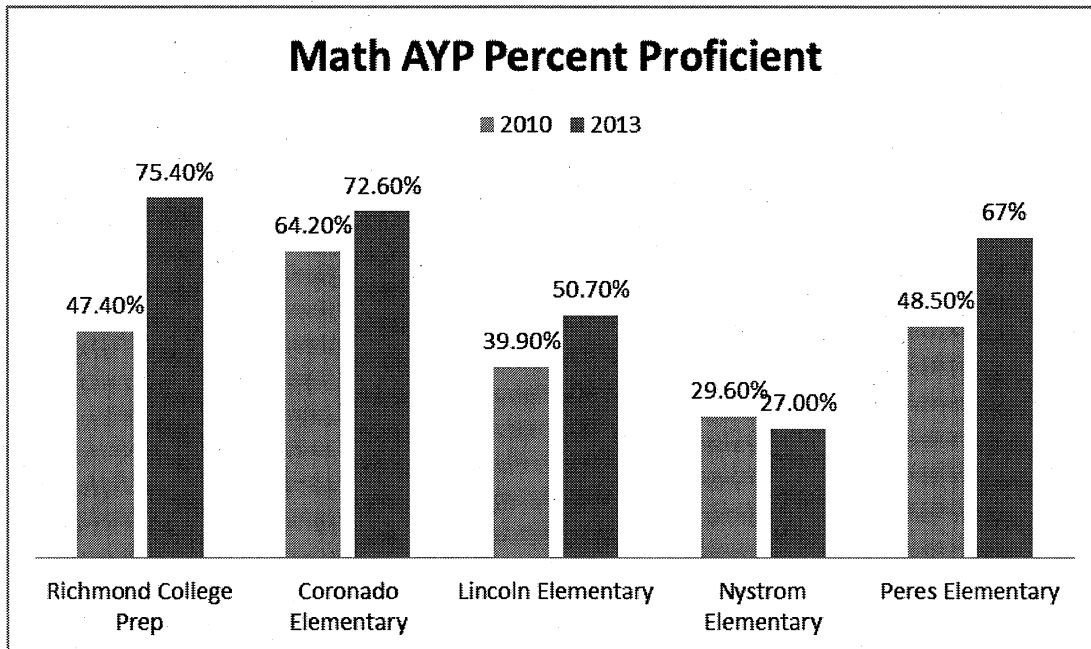


2011- 2013 API Growth Comparison



The school has made significant strides in the last four years on the AYP proficiency levels, after refining the program each year. We know that with our ongoing programmatic changes to meet the needs of our students, proficiency rates will continue to climb.





Petition for the Renewal of a Charter School

Richmond College Prep K-6 Charter – Charter Petition Renewal

The charter school estimates that 15 teachers will be employed by the charter school during its first year of operation after charter renewal.

*We, the undersigned teachers, support the charter renewal and believe the attached charter merits consideration. We hereby petition the West Contra Costa Unified School District Board of Education and Superintendent to grant the charter renewal to Richmond College Prep K-6 Charter pursuant to Education Code Section 47605 beginning July 1, 2010, with the opportunity to request a continuation of the charter as described in the Charter Schools Act. **The petitioners listed below certify that they are teachers who are meaningfully interested in continuing to teach at the school.** The petitioners authorize the Lead Petitioner, Peppina Liano, to make or negotiate any amendments to the attached charter necessary to secure approval by the WCCUSD governing board.*

Name	Address
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number

Charter Renewal Petition for Richmond College Prep K-6 Charter

Name	Address
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number
Print Name	Street Address
Signature	City, State, Zip Code
	Phone Number

Affirmations

As the authorized lead petitioner I, Peppina Liano, hereby certify that the information submitted in this petition for the renewal of Richmond College Prep K-6 Charter (RCPK6), located within the boundaries of the West Contra Costa Unified School District (WCCUSD) 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 renewed charter, Richmond College Prep K-6 Charter.

- Shall meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 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)]
- Shall be deemed the exclusive public school employer of the employees of Richmond College Prep K-6 Charter for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]
- Shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Shall admit all students who wish to attend Richmond College Prep K-6 Charter, and who submit a timely application, unless Richmond College Prep K-6 Charter 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. Admission to Richmond College Prep K-6 Charter shall not be determined according to the place of residence of the student or his or her parents within the State except as provided in Education Code Section 47605(d)(2). Preference in a public random drawing shall be provided as described in 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) and Education Code Section 51747.3. [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, 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)]
- Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

Charter Renewal Petition for Richmond College Prep K-6 Charter

- 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)]
- Shall ensure that teachers at Richmond College Prep K-6 Charter 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 non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- Shall at all times maintain all necessary and appropriate insurance coverage.
- 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).
- Shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves Richmond College Prep K-6 Charter without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. Richmond College Prep K-6 Charter shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- Will follow any and all other federal, state, and local laws and regulations that apply to Richmond College Prep K-6 Charter including but not limited to
 - Richmond College Prep K-6 Charter shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
 - Richmond College Prep K-6 Charter shall on a regular basis consult with parents and teachers regarding Richmond College Prep K-6 Charter' education programs.
 - Richmond College Prep K-6 Charter shall comply with any jurisdictional limitations to locations of its facilities.
 - Richmond College Prep K-6 Charter shall comply with all laws establishing the minimum and maximum age for public school enrollment.
 - Richmond College Prep K-6 Charter shall comply with all applicable portions of the No Child Left Behind Act.
 - Richmond College Prep K-6 Charter shall comply with the Public Records Act.

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- Richmond College Prep K-6 Charter shall comply with the Family Educational Rights and Privacy Act.
- Richmond College Prep K-6 Charter shall comply with the Ralph M. Brown Act.
- Richmond College Prep K-6 Charter shall meet or exceed the legally required minimum of school days.
- Richmond College Prep K-6 Charter shall comply with Article 5.5 (sections 51745–51749.3) of Chapter 5 of Part 28 of the Education Code and implement regulations adopted thereafter for the purpose of implementing independent study.
- Richmond College Prep K-6 Charter shall be deemed the exclusive public school employer of the employees of Richmond College Prep K-6 Charter for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]

Peppina Liano, Executive Director, Richmond College Prep K-6 Charter

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)*

RCPK6 Mission

The Richmond College Prep K-6 Charter School was founded for the purpose of providing its students with an exceptional educational experience in an outstandingly supportive environment. The academic activities for students are coupled with high expectations of excellence in each of them. Individual needs are met through tutoring, small group instruction, and variety of enrichment activities.

RCPK6' Vision

Richmond College Prep K-6 Charter, Inc., believes intellectually challenging and emotionally nurturing educational environments are the basis for student success and productive citizenship. RCPK6 is dedicated to providing such an environment for children in Richmond, California, at the Richmond College Prep K-6 charter school. RCPK6 demonstrates that all children, no matter what their circumstances, can be highly educated and successful citizens if they are provided rigorous educational programs and adequate social support. We support both children and their families to ensure that all our children are well educated and productive community members.

Grade Levels and Approximate Numbers of Students

RCPK6 is a site-based school that currently serves 446 students in grades K-6. The following is the RCPK6 projected enrollment at each grade level.

Grade Level	<u>Projected Total</u> 2014-2015	<u>Projected Total</u> 2015-2016	<u>Projected Total</u> 2016-2017	<u>Projected Total</u> 2017-2018	<u>Projected Total</u> 2018-2019
TK	30	30	30	30	30
K	60	60	60	60	60
1	59	60	60	60	60
2	61	60	60	60	60
3	59	60	60	60	60
4	60	60	60	60	60
5	61	60	60	60	60
6	56	60	60	60	60
Total	446	450	450	450	450

Target Population, Students' Backgrounds and Challenges

RCPK6 primarily serves children in Richmond's Santa Fe and Coronado neighborhoods. These locales are part of the "Iron Triangle." As outlined in our original charter petition, RCPK6 primarily serves children who would otherwise attend Nystrom Elementary School, in the West Contra Costa Unified School District. Nystrom is still a Title I Program Improvement School, Year 5 and did not make AYP last year. Many students who attend RCPK6 have a challenging home life, are living in poverty and are surrounded by gang activity and distressed housing conditions.

Educational Philosophy

What it means to be an educated person in the 21st century

We have developed RCPK6's educational program and supportive services based on our vision of what it means to be an educated adult in the 21st Century and our commitment to building the foundation for students to attend and succeed in a 4-year college. In our view, an educated person is able to demonstrate the following academic and interpersonal and intrapersonal skills, knowledge, and attitudes:

- Communicates clearly in standard English
- Writes articulately and convincingly in multiple genres for varied audiences
- Reads for pleasure and thinks critically about content derived from many genres
- Computes competently, thinks analytically, and uses skills to solve math problems and handle real-life situations related to mathematics
- Keeps abreast of science and uses this knowledge to promote one's own health and well-being (e.g., nutrition, fitness, hygiene, drug and violence avoidance)
- Knows enough history, politics, sociology, and geography to follow and understand current events
- Uses technologies to obtain, organize, evaluate, and communicate information
- Appreciates and is able to express oneself through the arts
- Distinguishes facts, opinions, and assumptions when evaluating information
- Communicates and works cooperatively with others (via listening skills, sharing opinions, learning from others, negotiating, compromising, and reaching consensus)
- Exhibits commitment to improving one's self, family, and community
- Demonstrates empathy for and understanding of others' feelings and word view
- Appreciates people from different cultural and socioeconomic backgrounds and what they have to offer; tolerates differences
- Takes responsibility for one's actions and their consequences
- Has the courage and knowledge to question authority intelligently

How learning best occurs

Our educational philosophy synthesizes a *constructivist* approach with elements from two whole school reform models: the *Accelerated Schools* model developed by Levin and colleagues at Stanford,² and the *School Development Program* developed by Comer, et al. at Yale.

We believe human beings learn by building an understanding of the world. Consistent with the theories of Montessori, Piaget, and Dewey, we believe that we learn by doing, actively scaffolding new knowledge and experiences onto old. Our students will work with real things (models, manipulatives, animals, gardens, etc.) as much as possible. This *constructivist* approach to teaching and learning is the basis of our educational program. It is supported by recent neurophysiological research indicating that this approach is better than a *behaviorist* approach at harnessing brain processes involved in learning. Constructivist schools provide academically rich, rigorous environments that foster achievement, especially in underachieving students, and enable children to build a solid foundation for success as adults. The Eight Year Study (Aikin and Wilford, 1942) of graduates of 1930s-era progressive schools, and David Bensman's recent (2000) follow-up of Central Park East graduates both show that constructivist education produces young men and women with the habits of mind needed to create healthy, stable, self-directed, and productive lives.

Our constructivist approach emphasizes students working hands-on with real things and rich instructional practices (e.g., teaching for understanding, student self-direction, frequent student interaction) in addition to more traditional teaching methods. Often utilized for gifted children, these practices have also been found to be the most effective approach for teaching low-income children and accelerating their learning. We will defy conventional wisdom and put the lessons of research into practice by giving RCPK6 students the kind of education more typically available to gifted and privileged children.

Philosophical principles from *Accelerated Schools* that underlie our program include: 1) we should want the same schools for at-risk children as for more privileged children; 2) powerful learning experiences are provided for all children through the integration of curriculum, instruction, and organization; 3) the school creates a community that shares a set of values, beliefs, and attitudes - these include unity of purpose, empowerment of various stakeholders, coupled with responsibility and building on the strengths of all community members.

Observations and principles we have embraced from the *School Development Program* include: 1) due to lack of resources in their homes and communities, many children enter school with developmental gaps and experience deficits that undermine learning; 2) nonetheless, we expect all students to meet high standards - we do not accept the academic deficit theory that leads to tracking and lower expectations; 3) academic learning rests on developmental opportunities along six pathways: physical, psychological, language, social, ethical, cognitive; 4) schools need to mobilize other adult stakeholders to meet students' developmental needs.

² HM Levin, *Accelerating schools for disadvantaged students*. Educational Leadership, 44(6), 1987. Hopfenberg, et al. *Accelerated Schools Resource Guide*. Jossey-Bass, 1993; T Boyd, *Accelerated Schools Plus: Research Base for Selected Services*. National Center Accelerated Schools, 2004.

Innovative educational model

When RCPK6 first submitted the charter petition, the school committed to an innovative educational model, implementing the principles listed in the table below. The table gives examples of how RCPK6 has implemented this model and has met the terms of the original charter.

Reflecting the above philosophy and whole school reform models, RCPK6's curriculum and instruction is based on the following principles:

Focusing on individual students in order to address their needs and capabilities	When the school first opened assessments were conducted on all students and an individual profile was created based on student deficiencies. The school discovered that K and first grades were generally lowest in math so the school provided a math boot camp for all K and 1 st grade students. RCPK6 currently uses a California Common Core Standards based benchmark assessment program, described later, to determine students' strengths and weaknesses and then provides intervention, in the classroom with small group and individual tutoring as well as after school programs in the areas of need.
Creating a holistic environment addressing students' academic, social, and emotional needs	The school provides services within the school day as well as the extended day. Various staff members work on family events and adult education. The bilingual office clerk is responsible for routine parent outreach and communication. Additionally, a parent advocate is used on a part-time, as-needed basis for home visits. The school provides a robust school day and afterschool program to address the academic, social and emotional needs through programs such as Mindful Life and Toolbox, in addition to the academic and enrichment curricula.
Engaging students via cognitive, social, and emotional strengths, not remediation	Students participate in daily rigorous curriculum, enrichment extracurricular activities after school, outside performances, and individual tutoring to strengthen their existing abilities.
Identifying and nurturing students' talents	Afterschool classes provide opportunities for students to learn more about one another and engage and develop personal interests. In classes like the Mexican Folkloric Dance and the Gospel Choir classes, students are developing their interests and talents, as well as learning about other cultures. Other classes include Brazilian JuiJitsu.

These principles manifest through an innovative educational model, which supports our target population to achieve the high standards to which we are committed. The model includes the following components:

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- A comprehensive assessment plan, to nurture and build on students' strengths and talents
- Small classes (30 students maximum per class), with a teacher and instructional aide for each class, a 1:15 adult-to-child ratio to further personalize learning
- A longer school day (8:15 a.m. to 3:00 p.m.) with an afterschool enrichment and intervention program from 3:00 p.m. to 6:00 p.m.
- A holistic environment addressing students' academic, social, ethical, and emotional needs, and providing exercise and highly nutritious meals and snacks
- A lengthened school year (200 days) to further accelerate learning
- A school culture that sets high expectations, shared by staff, students, and parents, for students to develop the knowledge and skills needed to go to college
- A curriculum consistent with a California common core standards-based curriculum
- Use of Mindful Life and Toolbox to support students in character development and in understanding and managing their own emotional, social, and academic success
- Learning experiences designed via psychological, language, physical, social, ethical, and cognitive development opportunities
- Student engagement via cognitive, social, and emotional strengths, not remediation
- Emphasis on project-based, hands-on learning, and rich instructional practices (e.g., teaching for understanding, student self-direction, and student interaction)
- Integration of staff, family, and community resources to create an academically challenging, and supportive environment

Overall goals

In line with our vision and philosophy, our general goals are that RCPK6 graduates will: 1) meet or exceed grade-level standards in core skill areas; 2) become self-motivated, competent, lifelong learners; and 3) have a strong foundation for going to and succeeding in college, with the skills and basic knowledge needed to become truly educated and have many choices open to them in future university education, work, community involvement, and leisure. (Specific measurable goals and objectives for RCPK6 students' academic performance and outcomes in other areas of knowledge and skill are delineated in **Measurable Student Outcomes**.)

Curriculum and Instructional Design

RCPK6 has implemented a standards-based curricula and instructional program. Common Core State standards serve as benchmarks for curriculum alignment. However, we also augment the core curriculum with other enrichment strategies that are made possible by a longer school day and school year. Our augmentation makes the curriculum more experiential and differentiated to address student talents and interests, learning modalities, and challenges. RCPK6 reserves the right to alter our curricula over time to meet the emerging needs of our students, changes in state and local curricula, and the rigorous academic standards of our school.

Literacy and Language Arts

RCPK6 uses Reading Street (Pearson) as its common core-aligned Reading/Language Arts curriculum. The authors of Reading Street gave emphasis to the following 5 areas in its instructional design: priority skills and success predictors, progress monitoring, differentiated instruction, literature for learning and thinking, and writing instruction. Research has shown that not every reading skill at every grade level is equally important. As a result, Reading Street prioritizes

skills at each grade level to make sure that the right skills are being focused on at the right time for students. The curriculum includes baseline assessments so that teachers can identify students' strengths and areas of need, end of unit assessments that allow teachers to monitor the progress of students as they learn grade-level skills, and an end of year assessment to show students' cumulative understanding of the content taught throughout the year. Daily lessons include whole-class instructional activities, as well as small-group lessons, allowing teachers to effectively differentiate to meet students' diverse needs as learners as well as provide intervention as needed. The curriculum is also aligned to the rigor of the Common Core State Standards. There is a balance of literary and informational texts, as well as an emphasis on close reading strategies to help deepen students' understanding of the texts. Finally, the program recognizes the importance of writing instruction. Reading Street focuses on one of six important writing traits each week, culminating in an end of unit writing task that allows students to bring all six traits together in their writing.

During the initial adoption of the curriculum, Pearson provided full day differentiated trainings for the lower elementary teachers and the upper elementary teachers. Ongoing professional development is provided for teachers throughout the year during weekly grade-level meetings. The assessments that are used to monitor progress toward standard attainment in language arts include:

- Baseline, end of unit, and end of year assessments
- Weekly tests
- Illuminate standards-based benchmark assessments
- Evidence of student learning, such as student products and teacher ratings on scales for assessing progress toward state standards, are also described in the section on **Measurable Student Outcomes**

History - Social Science

RCPK6 uses the interdisciplinary curriculum in Reading Street to provide instruction in the state standards for History and Social Science. Many of the themes of Reading Street are designed to support the development of background knowledge and develop inquiry and research in grade-level science and social studies content areas. This helps ensure that students receive a broad based education aligned with the Common Core State Standards.

Mathematics

RCPK6 adopted EngageNY as its math curriculum. The program is aligned to the Common Core State Standards.

Ongoing professional development supporting the core math curriculum includes training in implementing the EngageNY math curriculum provided by the instructional leadership team during weekly grade-level meetings. In addition, teachers will be supported in analyzing mid-module and end of module assessment data in order to effectively differentiate instruction to meet the needs of their students.

The assessments that are used to monitor progress toward standard attainment in Mathematics include:

- Mid-module formative assessments
- End of module assessments
- Illuminate benchmark assessments

- Evidence of student learning, such as student products and teacher ratings on scales for assessing progress toward state standards are also, described in the section on **Measurable Student Outcomes**.

English Language Development

RCP has adopted National Geographic's Reach program for teachers to use in teaching the 2012 English Language Development (ELD) Standards. All English learners receive daily ELD instruction. Reach is designed to actively engage and immerse English learners in a connected, expanding, and dynamic language environment. The program includes fiction and non-fiction reading and writing, academic language development, vocabulary development, and learning strategies. The program includes support for differentiating based on level of proficiency in English. Grade levels regroup students based on their level of English proficiency to ensure more targeted instruction. Teachers received a half day of professional development provided by the publisher and on-going support provided by a consultant.

The assessments that will be used to monitor progress in mastery of the ELD Standards include;

- Pre and Post English proficiency tests
- Formative assessments in the program
- End of Unit assessments
- Evidence of student learning, such as student products and teacher ratings on observation and rubric instruments provided in the program

Science

RCPK6 utilizes the interdisciplinary curriculum in Reading Street as well as Full Option Science System (FOSS) to provide instruction in the Next Generation Science Standards. Developed by Lawrence Hall of Science at U.C. Berkeley, the FOSS program is comprised of 27 modules, organized in four strands: Life Science, Physical Science, Earth Science, and Scientific Reasoning and Technology. Each module offers hands-on investigations on the module topic. The FOSS program's structure gives teachers flexibility to adapt the materials according to their preferences. Consistent with our constructivist approach, the program was created to engage students in learning scientific concepts and critical thinking skills by actively constructing ideas through their own inquiries, investigations, and analyses.

The assessments that will be used to monitor progress toward standard attainment in science include:

- End of unit assessments
- Evidence of student learning, such as student products and teacher ratings on scales for assessing progress toward state standards in the Learning Record portfolio assessment system, described in the following section on measurable student outcomes

Physical Education

Physical Education includes: health and nutrition; general fitness and sports, with an emphasis on pro-social skills such as sportsmanship and teamwork. RCPK6 provides a physical education program that helps students achieve the following outcomes: 1) learning the skills necessary to perform a variety of physical activities; 2) be physically fit; 3) participate regularly in physical activity; 4) know the implications and benefits from involvement in physical activities; and 5) value

physical activity and its contributions to a healthful lifestyle. Students engage in a minimum of two hours per week of structured physical education. Second through sixth grade students participate in Brazilian Jiu-Jitsu during a Physical Education enrichment program and through the afterschool program. Through Brazilian Jiu-Jitsu students learn sportsmanship and to be self-disciplined and goal-oriented in a structured, competitive setting.

Visual and Performing Arts

Visual and Performing Arts are taught through a cross-curricular approach during the school day. One example of a cross-curricular visual arts project occurs during National Hispanic Heritage Month. Each student creates a visual arts project that connects to a National Hispanic Heritage Month theme. The student projects are displayed on the office walls. Students participate in Mexican Folkloric Dance during the afterschool program. The students meet weekly to practice the dances and perform in different locations during the year, including community settings and school assemblies and activities.

Character Education

Toolbox is a K-6 curriculum that supports children in understanding and managing their own emotional, social, and academic success. Children learn 12 simple, yet powerful Tools. With practice, these tools become valuable personal skills: self-awareness, self-management, and relationships skills; these in turn foster responsible decision-making.

Toolbox starts with each child, building self-knowledge and self-mastery; it soon improves empathy and communication and helps resolve conflicts in the classroom, playground and whole school community. Children experience their own power and naturally take more responsibility for managing themselves and solving problems.

Toolbox builds a critical foundation for whole child development necessary for academic success. Despite growing pressure to improve academic results, decades of research has proven that children cannot learn until they feel safe and are able to understand and manage their emotions and social interactions. It has shown that:

- 1) social and emotional skills are essential for academic learning,
- 2) these skills can be taught and learned, and
- 3) this kind of training has powerful benefits for life success.

The Toolbox model is organized around 12 tools which students master quickly. The following table present the 12 Tools which are infused in the school's curricula and daily life.

Tools	Tool Tagline
Breathing Tool	I can take a breath; I calm myself
Quiet/Safe Place Tool	I remember my quiet/safe place

Listening Tool	I listen with my ears, eyes, and heart
Empathy Tool	I care for others, I care for myself
Personal Space Tool	I have a right to my space and so do you
Using Our Words Tool	I ask for what I want and need
Garbage Can Tool	I let the little things go
Taking Time Tool	I use time wisely
Please and Thank You Tool	I treat others with kindness and appreciation
Apology and Forgiveness Tool	I admit my mistakes and work to forgive yours
Patience Tool	I am strong enough to wait
Courage Tool	I have the courage to do the right thing

Mindful Life Program

The Mindful Life Program is a comprehensive approach for integrating mindfulness skills and strategies into the classroom. “Mindful Community” is currently implemented at our five South Richmond partner schools. In “Mindful Community” instructors teach mindfulness once a week to each classroom at the school site. We also provide parent mindfulness classes and train teachers on how to use mindfulness for their personal well-being and how to teach it to their students. Through the work we do with the students, parents, teachers and school community, Mindful Life Project is creating systemic change within the schools that is positively influencing all levels of the learning environment. The foundation of Mindful Life Project’s mindfulness curriculum is from Mindful Schools (www.mindfulschools.org) improves self-awareness, self-regulation, empathy, and social awareness. Currently “Mindful Community” is being implemented in all six of our partner schools.

Benefits of mindfulness include:

- Better focus and concentration
- Increased sense of calm
- Decreased stress & anxiety
- Enhanced health
- Improved impulse control
- Increased self-awareness
- Skillful responses to difficult emotions
- Increased empathy and understanding of others
- Development of natural conflict resolution skills

The Mindful Life Program research shows an increase in focused attention and emotional regulation with use of the program.

Instructional Strategies

Below are the instructional strategies outlined in the first charter petition and examples of how RCPK6 teachers implement each according to students' needs and learning preferences:

- Differentiated instruction according to learning styles, interests, abilities

All teachers provide small group reading instruction through the guided reading instructional model. Guided reading provides reading instruction at a student's instructional reading level. Teachers use the Developmental Reading Assessment (DRA) to determine each student's instructional reading level, reading strengths, and areas for growth. The DRA data is used to design guided reading lessons to meet each group's needs.

- Teaching for understanding, student autonomy, and self-direction

At the end of each math lesson, students complete an "exit ticket" that checks for student understanding on the lesson.

- Project-based learning and students working "hands-on" with real things (models, manipulatives, animals, plants) as much as possible.

RCPK6 Kindergarteners and first grade students tend to the Grandpa Allen Learning Garden under the direction of the school's gardener. The students plant seeds, pick weeds, water the crops, and harvest the crops. Second through 6th grade students participate in gardening during an afterschool enrichment program. The students learn how to tend to the garden through a science-based curriculum.

- Small group work on various projects, using the jigsaw approach, where each student contributes an important piece of the work

In the sixth grade classrooms, students participate in an Ancient Egypt simulation. Students work in small groups to research a topic, assign individual responsibilities, then combine their work to create a final project and presentation. Each group presents their project to the class.

- Problem-based learning, addressing real life problems with a variety of variables
- *Students participate in Mindful Life, Toolbox, and On Top of Things curricula which support children in understanding and managing their own emotional, social, and academic success.*
- Academic tutoring and mentoring by staff and members of the community

Adult tutors work with individual students and small groups of students to provide tutoring in the areas of literacy and math. Also, adult tutors provide tutoring in the form of art enrichment (sculpting, drawing, and painting) to students. Students from Leadership High school tutor students during the school day and during the afterschool program.

Plan for Students Who Are Academically Low Achieving

RCPK6 is now using Illuminate, a data and assessment tool. The assessments provide teachers with data on tested standards so that they can determine strengths and areas of growth for the class as a whole, as well as for individual students. Illuminate provides a variety of reports, such as by subject, class, student, teacher, and school-wide. They are intended:

- To help teachers revise curriculum and instruction, including providing intervention, according to student needs
- To give parents and students meaningful, useful feedback on student progress toward acquiring the state standards
- To monitor school's progress in meeting its mission and to revise its activities accordingly
- To be accountable for meeting student exit outcomes

Illuminate Features:

Assessments
• District and Classroom Assessments
• Illuminate and Third Party Item Banks
• Includes Prebuilt Grade-Level CCSS Assessments
• Item Creator and Editor for Advanced CCSS Item Types
• Direct Links to Curriculum Resources via Activate Instruction
• Online and Paper/Pencil Testing
Powerful Reporting
• Charting and Graphing Capabilities
• Customizable Dashboard
• Customizable Student Profiles
• Mass Email Notifications
• Sortable Prebuilt Reports
• Complete State Data and Reporting
• Drag and Drop Customizable Form Letters
• Custom Label Design and Generation
Report Cards
• Standards-based/Common Core
Parent & Student Portals
• Includes Parent and Student Messaging
• Includes Links to Curriculum Resources
And...
• Early Warning Identification System (On-Track)
• Complete RTI Functionality and Reporting
• Daily Roster Updating

• Student Group Management and Reporting
• Gradebook

RCPK6 uses the data from the benchmark assessments to determine which students need greater intervention and support after school in homework club and through tutoring. Teachers use the data to create action plans for revisiting difficult standards and to strengthen their instructional practices.

Each RCPK6 classroom has a full-time instructional aide, who in addition to assisting teachers in providing differentiated instruction, assists with intervention, both for individual students and for small groups

Student Success Team (SST) Process

The Student Success Team (SST) is a positive early identification and early intervention process. Through problem solving and progress monitoring, the team assists teachers and families in seeking positive solutions for maximizing student potential. Working as a team, the classroom teacher, student's family, school administrator, and special education specialists identify the student's strengths and assets upon which an improvement plan can be designed. The team presents their concerns, plans a positive course of action, assigns responsibilities, and monitors progress and results. Concerns are seen as obstacles to student success and not descriptors of the student or his character. Follow-up meetings are planned to provide a continuous casework management strategy to maximize student's achievement and school experience. The Student Success Team is a forum for generating individual, high quality interventions that are progress monitored.

The Student Success Team is a partnership between the school and home that utilizes a problem solving approach to help students to be more successful in school, at home, and in the community. The SST includes the family, the classroom teacher, and a school administrator. Others who may know the student or have expertise to address the areas of concern, such as resource teacher, speech and language pathologist, or school psychologist may also be present.

Accommodations may include any number of the following:

Physical Arrangement of Room

- seating student near the teacher
- seating student near a positive role model
- standing near the student while giving directions or presenting lessons
- avoiding distracting stimuli (air conditioner, high traffic area, etc.)
- increasing distance between desks

Lesson Presentation:

- pairing students to check work
- writing key points on the board
- providing peer tutoring

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- providing visual aids, large print, films
- providing peer note-taker
- making sure directions are understood
- including a variety of activities during each lesson
- repeating directions to the student after they have been given to the class: then have him/her repeat and explain directions to teacher
- providing written outline
- allowing student to tape record lessons
- having child review key points orally
- teaching through multi-sensory modes, visual, auditory, kinesthetic, olfactory
- using computer-assisted instruction
- accompany oral directions with written directions for child to refer to blackboard or paper
- provide a model to help students, post the model and refer to it often
- provide cross age peer tutoring
- to assist the student in finding the main idea underlying, highlighting, cue cards, etc.
- breaking longer presentations into shorter segments

Assignments and Worksheets:

- giving extra time to complete tasks
- simplifying complex directions
- handing worksheets out one at a time
- reducing the reading level of the assignments
- requiring fewer correct responses to achieve grade (quality vs. quantity)
- allowing student to tape record assignments/homework
- providing a structured routine in written form
- providing study skills training/learning strategies
- giving frequent short quizzes and avoiding long tests
- shortening assignments; breaking work into smaller segments
- allowing typewritten or computer printed assignments prepared by the student or dictated by the student and recorded by someone else if needed.
- using self-monitoring devices
- reducing homework assignments
- not grading handwriting
- student should not be allowed to use cursive or manuscript writing
- reversals and transpositions of letters and numbers should not be marked wrong, reversals or transpositions should be pointed out for corrections
- do not require lengthy outside reading assignments
- teacher monitor students self-paced assignments (daily, weekly, bi-weekly)
- arrangements for homework assignments to reach home with clear, concise directions
- recognize and give credit for student's oral participation in class

Test Taking:

- allowing open book exams
- giving exam orally

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- giving take home tests
- using more objective items (fewer essay responses)
- allowing student to give test answers on tape recorder
- giving frequent short quizzes, not long exams
- allowing extra time for exam
- reading test item to student
- avoid placing student under pressure of time or competition

Organization:

- providing peer assistance with organizational skills
- assigning volunteer homework buddy
- allowing student to have an extra set of books at home
- sending daily/weekly progress reports home
- developing a reward system for in-schoolwork and homework completion
- providing student with a homework assignment notebook

Behaviors:

- use of timers to facilitate task completion
- structure transitional and unstructured times (recess, hallways, lunchroom, locker room, library, assembly, field trips, etc.)
- praising specific behaviors
- using self-monitoring strategies
- giving extra privileges and rewards
- keeping classroom rules simple and clear
- making "prudent use" of negative consequences
- allowing for short breaks between assignments
- cueing student to stay on task (nonverbal signal)
- marking student's correct answers, not his mistakes
- implementing a classroom behavior management system
- allowing student time out of seat to run errands, etc.
- ignoring inappropriate behaviors not drastically outside classroom limits
- allowing legitimate movement
- contracting with the student
- increasing the immediacy of rewards
- implementing time-out procedures

Process for scheduling SSTs

1. Teacher requests an SST meeting through the use of the Request for Student Success Team meeting.
2. Teacher gives SST request to SST case manager.
3. SST case manager organizes the SST team by inviting the respective specialists to participate on the SST team. Team members may include student's family members, SST facilitator, school administrator, classroom teacher, school psychologist, RSP teacher, and speech and language pathologist.
4. SST case manager schedules the first SST.
5. SST case manager notifies all concerned parties of upcoming SST meetings.

6. SST facilitator facilitates the SST meeting. During the meeting, SST team decides upon the date and time for the SST follow-up meeting.
7. SST case manager notifies all concerned parties of upcoming SST meetings.

SST Team Members

All team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting each team member's role must be clearly defined before the meeting begins and then maintained throughout that meeting.

SST Facilitator

This person facilitates the working of the team. The success of the team depends largely on this person, who guides the flow of the meeting, and coordinates logistics before and after the meeting. The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most important, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues, parents, and students.

- Calls meeting to order
- Introduces team members
- Reviews purpose of meeting
- Summarizes problem areas reported by referring teacher
- Leads group in problem-solving effort
- Allots specified amount of time per agenda item
- Redirects discussion as necessary

SST Case Manager

The case manager manages the case file through the SST process: provide referral packet, log relevant dates, and schedule meetings. The case manager supports the team members through the process: follow-up to ensure intervention implementation.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items and results. The recorder does this by using the SST First Meeting Summary Form.

- Records problem solving process
- Notes contributions made by all members

SST Team Members

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

- Referring Teacher
 - Contacts child's parent prior to seeking SST assistance
 - Completes referral packet
 - States concerns in observable and measurable terms
 - Prepared to state expected behavior
 - Attends scheduled meetings
 - Agrees to share responsibility in implementation of the action plan
 - Collaborates with team to problem-solve solutions
- Parents/Caregivers
 - Share perspective – developmental history, contributing factors, etc.
 - Share interventions implemented in the home
 - Share student's concerns and perceptions
 - Collaborate with team to problem-solve solutions
- Invited Specialists
 - Selected for expertise in specific areas of concern
 - Share perspective from specialist's point of view
 - Collaborate with team to problem-solve solution
- School Administrator
 - Attends SST meetings
 - Collaborates with team to problem-solve solutions

Procedures for struggling students and those who have not qualified for special education services include the following:

- Meet with parent to discuss the concerns about the student.
- Discuss what is seen in class and what is seen at home.
- Discuss any strategies that parents are finding successful at home.
- Discuss modifications to be used in the classroom.
- Allow two to four weeks to assess the modifications.
- Document the meetings, modifications, and results of the modifications.
- Meet again. If strategies are working, continue to monitor. If strategies are not working:
 - Complete Referral to SST Document.

Referral to Student Success Team

- The person making the referral completes the Request for Student Success Team form..
- The team will consist of those the SST case manager feels are necessary, i.e. referring teacher, other teachers, site administrator, school psychologist, special education coordinator, speech/language specialist, and anyone else as indicated by student need.
- The team discusses the strengths and needs of the student and documents the discussion on the SST notes form. If the SST decides that the student could be successful in the classroom if new modifications were made to curriculum and/or teaching strategies, the interventions are designed and recorded on the SST action plan.
- If the interventions recorded on the SST action plan form are effective, the student's "progress" continues to be monitored. If, however, after six weeks, the student is not progressing satisfactorily even with minor modifications to the original interventions, the team meets again. If the consensus is still that the student can achieve in the regular classroom with further or revised modifications, alternative interventions are designed and implemented.

However, if the student's difficulties are such that the team feels interventions will not be successful, they may recommend Special Education Referral.

Gifted and Talented

Gifted and talented students receive differentiated instruction to meet their needs during the regular school day and in the after school program. Beyond standard academic measures, teachers are encouraged to identify students' gifts and talents in the wide array of learning and performance modalities. For example, students with leadership, performing arts, linguistic, athletic, and academic talents are identified as gifted in these areas. Our strategy is to "find students doing something right" and to recognize them for it. This recognition is in the context of high expectations for achievement for all students in all areas of endeavor. However, students with special gifts are strongly encouraged to develop those gifts and to cross walk those experiences of high achievement to the areas where they may be less strong. They are provided support, direction and instruction to develop their gifts and talents. In short, our overarching approach to gifts and talents is to encourage students to develop them to the fullest and to translate these experiences of high achievement to other subject areas in classes such as those offered in the after school program.

Afterschool Classes

RCPK6 offers stimulating and accelerated classes in the afterschool program in addition to academic support. Not all of these courses are offered every year or semester. RCPK6 reserves the right to alter this list to meet the needs of our students.

Homework-Time - Students of all grades 2-6 receive assistance with their homework from 3:30 – 4:30.

Homework Club – Students receive additional homework support during this intervention-based homework time.

Brazilian Jiu-Jitsu – This optional program is offered to students and gives them the opportunity to learn Brazilian Jiu-Jitsu moves and respectfully compete against other students.

Spanish Language – This class provides instruction in beginning Spanish.

Gospel Choir- Choir instructor Brenda Armstrong leads students in singing gospel hymns and spirituals. Students learn how to perform in a choral setting, use their voices and diaphragms effectively, and develop an ear for the structure of music. Students at the advanced level perform at school and community events.

Folkloric Dance- Dance instructor Sergio Nicolas has taught Mexican Folkloric Dance at RCPK6 for many years. In this class students learn basic steps and traditional folkloric routines. Students that have worked with Maestro Nicolas for many years make up RCP K-6's dance troupe which performs at school and community functions.

Art- Students let their creativity bloom through craft projects and open-ended art experiences. Art is often a stepping stone toward other academic areas and students may work on art pieces based on an interesting story they have read or something they have learned about.

Student Council – The student council is a leadership program for students in grades 3-6. Each year, students are elected by peers and must maintain strong academics in order stay in the program. Students develop leadership skills, lead fundraising efforts, and receive mentorship from the teacher in charge of the program.

Fitness – Students have the opportunity to take an intensive fitness class in which they do a mix of cardiovascular and strength-building exercises.

Gardening- Students use their budding gardening skills to care of the Richmond College Prep Gardens. They learn about different parts of plants, different types of plants, their uses, and how to care for them.

Computers – Students are able to reinforce grade-level skills and concepts through the I-Ready program. They receive reading practice through RAZ-Kids. They also get to practice typing skills.

Science – Students from grades 2-6 participate in grade-appropriate science experiments and exploration activities.

Girls on the Run – 3rd – 5th grade girls participate in the 10-12 week program. Designed to allow every girl to recognize her inner strength, the Girls on the Run curriculum inspires girls to define their lives on their own terms. Throughout the season, the girls make new friends, build their confidence and celebrate all that makes them unique.

- The Girls on the Run lessons encourage positive emotional, social, mental and physical development. Participants explore and discuss their own beliefs around experiences and challenges girls face at this age. They also develop important strategies and skills to help them navigate life experiences. We start with helping the girls get a better understanding of who they are and what's important to them. Then, we look at the importance of team work and healthy relationships. And, finally, the girls explore how they can positively connect with and shape the world.
- Physical activity is woven into our program to inspire an appreciation of fitness and to build habits that lead to a lifetime of health. At the end of each three month session, the girls participate in a Girls on the Run 5k event. This celebratory, non-competitive event is the culminating experience of the curriculum. Completing the 5k gives the girls a tangible understanding of the confidence that comes through accomplishment as well as a framework for setting and achieving life goals. Crossing the finish line is a defining moment when the girls realize that even the seemingly impossible is possible.

Plan for English Learners

A Home Language Survey is completed for each new enrollee at Richmond College Prep K-6. Each student is identified as having a language other than English on questions one through three, is assessed for English proficiency with the California English Language Development Test (CELDT) within 30 days of enrollment. Students identified as English learners (EL) are assessed with the CELDT annually between July 1 and October 31 until re-designated as fluent English proficient.³ The results of all testing will be reported and submitted to the District on the R-30 survey annually.

Students who score Early Advanced or Advanced, with no skill area below Early Advanced on the CELDT are identified as Initially-Fluent English Proficient (I-FEP). Students scoring Beginning through Intermediate or Early Advanced or Advanced with a skill area below Early Advanced, are identified as an EL. Richmond College Prep K-6 Charter provides written notification of the results to the parents. Parents of ELs also receive information on the program and services for English learners as well as the option to request a bilingual program through a Parental Exception Waiver. English proficiency testing. The school provides translated materials and interpreting as needed to ensure that parents of EL students understand all communications and are involved in all processes related to the English language development and academic progress of their child.

Richmond College Prep K-6 Charter has hired all CLAD, and/or BCLAD credentialed teachers who are certified to teach English learners and who have the skills and expertise to accelerate the academic and linguistic development of English learners.

English learners receive daily English Language Development (ELD) and access to the core curriculum through differentiated instruction, including integrated ELD. The supportive school culture and additional academic support available to students help ensure the success of English learners at RCPK-6..

The goal of the Richmond College Prep K-6 Charter EL plan is to utilize high quality, instructional programs and services for English learners that allow them, as quickly as possible, to achieve at the same challenging grade level standards as native-English-speaking students. Richmond College Prep K-6 Charter will meet all requirements of federal and state law to provide equal access to the curriculum for English learners. The school is dedicated to providing these students with an exceptional education, transitioning them into English proficiency as soon as possible. However, the school also recognizes the importance of valuing students' native languages and will reinforce an appreciation for the cultures, customs, and languages of all its students through the school's core curriculum, as it focuses on building lifelong learners and community engagement.

Students are not excluded from curricular and extracurricular activities based on their proficiency in English, and EL students are not assigned to special education because of their lack of English proficiency. In order to ensure parents are informed about their child's progress and school activities as well as to encourage participation at school, notices and information from the school is

³ The thirty-day requirement applies only to students entering a California public school for the first time or students who have not yet been CELDT-tested. All others will be tested on the annual schedule according to the last date of testing.

translated for languages representing 15% or more of the student population and for other languages to the extent possible..

Reclassification

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 CELDT
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery; Teachers complete the Student Oral Language Observation Matrix (SOLOM) as part of this process.
- Parental opinion and consultation, achieved through notice to the parent(s) or guardian(s) of the language reclassification and placement including a description of the reclassification process and the parents'/guardians' opportunity to participate, and encouragement of the participation of the parent(s) or guardian(s) in the reclassification procedure including seeking their opinion and consultation during the reclassification process
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English-proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Parents are provided written notification that their child has been reclassified as fluent English proficient (R-FEP).

Copies of all English learner documentation regarding initial assessment, identification, annual assessment, reclassification and parent notification are kept in the students cumulative records file.

Plan for Special Education

Overview

Richmond College Prep K-6 Charter 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

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("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities in Education Improvement Act ("IDEIA").

Richmond College Prep K-6 Charter agrees to adhere to the policies, procedures, and requirements of the West Contra Costa Unified School District as well as the Contra Costa SELPA.

The Charter School shall be categorized as a public school of the District in accordance with Education Code Section 47641(b).

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and shall utilize appropriate SELPA forms.

Richmond College Prep K-6 Charter shall be solely responsible for its compliance with Section 504 and the ADA. All facilities of the Charter School shall be accessible for all students with disabilities in accordance with the ADA. The Richmond College Prep K-6 Charter facility shall not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs offered by Richmond College Prep K-6 Charter.

Section 504

Richmond College Prep K-6 Charter 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 which substantially limits a major life activity such as learning is eligible for accommodation and/or related services by the School under Section 504. Richmond College Prep K-6 Charter has written policies that outline the requirements for identifying and serving students with a 504 accommodation plan.

The Resident Principal will serve as the 504 Coordinator.

The 504 team will be assembled by the Resident Principal and shall include the parent(s)/guardian(s), the student (as appropriate), and qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements for least restrictive environment. The 504 team will review the student's existing records, including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will also include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered 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 noticed in writing to the parent(s) or guardian(s) of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information used during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Richmond College Prep K-6 Charter 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 504 Coordinator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEIA"

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 Special Education Local Plan Area ("SELPA") and the Memorandum of Understanding ("MOU") between the Charter School and the District. The Charter School shall remain, by default, a public school of the District for purposes of Special Education pursuant to Education Code Section 47641(b). However, the Charter School reserves the right, in the future, to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium.

As a public school of the District, solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools.

The Charter School will follow the District and SELPA policies and procedures, and shall use SELPA forms, in seeking out, identifying, and serving students who may qualify for special education programs and services and for responding to record requests and maintaining the confidentiality of pupil records. The Charter School will comply with District protocol as to the delineation of duties between the District central office and the local school site in providing special

education instruction and related services to identified pupils. The Charter School will request an annual meeting between the Charter School and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, to ensure that the Charter School and the District have an ongoing mutual understanding of District protocol, and to facilitate ongoing compliance.

As long as the Charter School functions as a public school of the District for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), the Charter School shall comply with the Memorandum of Understanding ("MOU") with the District, which spells out in detail the responsibilities for provision of special education services and the manner in which special education funding will flow to the students of the Charter School and to the District. A summary of the relationship follows the language and intent of Education Code Section 47646 and 20 U.S.C. 1413 as follows:

- The District retains the special education funds for the students of the Charter School
- The District provides services to the students of the Charter School in the same manner as other students of the District
- The Charter School pays the District a pro-rata share of the overall District encroachment for special education

Assessment

The West Contra Costa Unified School District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments, and tri-annual assessments, in accordance with the District's general practice and procedure and applicable laws. Richmond College Prep K-6 Charter shall not conduct unilateral independent assessments.

Individualized Education Plan ("IEP")

Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. Richmond College Prep K-6 Charter shall be responsible for having the designated representative of Richmond College Prep K-6 Charter in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at Richmond College Prep K-6 Charter. RCPK-6 regular education teachers and administrators not only attend the IEP meetings but also maintain a copy of the IEP and ensure that the goals and objectives of the students IEP are being met in the regular education classrooms. Reports on progress toward meeting the goals and objectives in the IEP are presented as frequently as reports on progress for regular education students.. Implementation of the IEP is a shared responsibility of the RCPK-6 staff and the District staff providing special education direct services.

Decisions regarding eligibility, goals/objectives, program, placement, and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of Richmond College Prep K-6 Charter (or designee) and the designated representative of the District (or designee) unless otherwise required by law. Services and placements shall be provided to all eligible Richmond College Prep K-6 Charter students in accordance with the policies, procedures, and requirements of the District and of the Local Plan for Special Education.

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To the extent that the agreed-upon IEP requires educational or related services to be delivered by staff other than Richmond College Prep K-6 Charter staff, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other West Contra Costa Unified School District schools. District services shall include consultative services by District staff to Richmond College Prep K-6 Charter staff in the same manner that District staff consults with staff at other District schools.

Funding

As stated above, Richmond College Prep K-6 Charter has elected the status of any other public school in the District for the purposes of special education services and funding, and the District agrees to provide special education services for Richmond College Prep K-6 Charter consistent with the services it provides at its public schools. Consistent with this division of responsibility, West Contra Costa Unified School District shall retain all state and federal special education funding allocated for Richmond College Prep K-6 Charter students through the SELPA. Richmond College Prep K-6 Charter will be responsible for a pro-rata share of the district-wide encroachment for special education.

Discipline

Richmond College Prep K-6 Charter shall follow the requirements of state and federal law in regard to the suspension or expulsion of special education students, including but not limited to the requirement that a manifestation determination be made prior to any change of placement.

RCPK-6 holds weekly staff meetings. During these meetings, teachers receive professional development and also discuss the individual needs of all students including those who qualify for special education services. These meetings help regular education teachers differentiate their instruction according to the individualized learning plan (ILP) for each student described below. Richmond College Prep K-6 Charter School continues to have a Memorandum of Understanding for special education and related services with the authorizing district. The agreements set forth in a special education Memorandum of Understanding may supersede elements outlined in this section of the charter petition.

Memorandum of Understanding attached

School Calendar

See attached

Daily Schedules

See attached

Staff Development

As a cornerstone for the RCPK6 schools, staff professional development is developed and conducted with the intent of creating collaborative, supportive learning environments that encourage continuous learning and growth. Just as we encourage our students to achieve through high expectations and by providing the best educational services possible, we look similarly at building this same culture of achievement, support, and quality for our teachers.

The Executive Director and Resident Rrincipal set the tone and develop the conditions under which staff members become the keepers of the school's culture and values. As a result, staff development supports the school's mission and basic values by fostering a positive campus culture, sharing the best instructional practices, and encouraging individual teacher growth. Beginning with staff orientation before the start of the school year, the Executive Director and Resident Principal ensure that teachers fully understand and support RCPK6's mission, goals, and basic values, emphasizing a rigorous, standards-based instructional program. This orientation involves specific activities designed to align the staff and foster teamwork and the building of a professional learning community.

During the school year, staff development continues through professional development days, professional development sessions, whole staff meetings, and grade-level team meetings.

Teachers

During staff development week, which takes place one week before students start school in August, teachers receive support in creating common core-aligned pacing guides for the English/Language Arts and Math standards. Teachers also receive trainings on the school's adopted curriculums – Reading Street, EngageNY, and Reach. Finally, the school also provides trainings on the social-emotional programs that we use: Toolbox and Mindful Life.

In the fall, teachers receive training on Illuminate, the school's data and assessment system.

Each week, grade-level teams meet to collaborate and support each other throughout the year. This time is used to provide professional development around the Common Core, such as unwrapping standards into learning targets, creating rigorous assessments, and developing lesson plans that incorporate the CCSS instructional shifts in both English/Language Arts and Math. Grade-level meetings are also used to guide teachers through data-driven instruction. The data analysis cycle, which includes assessing students with common assessments, analyzing the data for strengths and areas of growth, and creating action plans to revisit difficult standards, gives teachers an opportunity to work together to meet the needs of students throughout the year, in order to ensure mastery of grade-level standards. Finally, teachers also receive ongoing support for ELD, in order to best meet the needs of school's English learners.

The entire teaching staff meets once a month to further collaborate as a team. Topics for these meetings include common core professional development, CARE team (teachers brainstorm about how to more effectively support struggling students), and discussions around how to effectively implement various school procedures (such as benchmark testing or student growth assemblies).

Some of our staff members are new to the field ~~that~~ and as a result, they are in the Beginning Teacher Support services. They regularly meet with-the school's instructional leader, observe at

other schools, read and reflect upon their practice. This support is instrumental to our teachers' growth,

Looking forward, it is intended that the staff will continue to learn and grow. Following a model of staff-lead, site-specific development. Future topics of exploration include:

- Differentiated learning and instruction
- Curriculum development
- Common Core State and ELD Standards professional development
- Use of assessment to inform instruction

Aides

Instructional aides meet with classroom teachers on a weekly basis to discuss students' progress in the classroom and any additional support that needs to be provided. This constant communication allows instruction and supervision in the classroom to be smooth and effective.

Instructional aides meet once a month as a team. These meetings cover a range of topics, such as intervention support, classroom management support, and action planning for lunch/recess/PE.

Professional Development Topics may include:

- Serving students with special needs
- EngageNY
- Reading Street
- Reach ELD Program
- Using assessment data to inform instruction and developing educational programs
- Student goal setting
- Teaching writing strategies and comprehension (~~for upper grade levels~~)
- Problem-solving strategies
- Smarter Balanced Assessment Test support
- Reflection on the year strategic planning
- CCSS for math and ELA; ELD Standards – designated and integrated ELD
- Classroom management
- Student social-emotional support
- Instructional practices, e.g. differentiation, guided reading, intervention, project-based learning, constructivist practices
- End of year close-out

Teachers will also be requested to suggest additional topics for professional development based on their needs throughout the year.

Measurable Student Outcomes

Governing Law: *The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purpose of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. —California Education Code Section 47605(b)(5)(B)*

RCPK6 is committed to providing all of its students with an excellent, high-quality education. In order to achieve this goal, high student achievement as measured by national, state, local, and RCPK6 measures must be achieved. Goals for student and school outcomes are continually refined and developed to reflect the changing needs of the school.

The School Pursues the Following Student Outcomes

- Students will exceed the average performance levels of students in schools with similar demographics in the District in English Language Arts and Mathematics as measured school wide by the Smarter Balanced Assessment Tests. Until the SBAT results are available, RCPK6 will exceed the average performance levels of students in schools with similar demographics in the District in English Language Arts and Mathematics as measured on the end-of-year standards-based benchmarks.
- For all assessed students Richmond College Prep K-6 Charter will reduce the percent of students who are performing below basic and far below basic, (Levels 1 and 2), on the Smarter Balanced assessments by five percent a year on average once results are available. RCP will reduce the percent of students who are performing below basic on the end of year standards-based benchmark assessments.
- Richmond College Prep K-6 Charter will increase the number of students, school wide, who are performing at proficient or advanced level (Levels 3 and 4) on the Smarter Balanced assessment by five percent a year on average once results are available. RCP will increase the percent of students, who are performing at proficient or advanced on the end of year standards-based benchmarks.
- The school will meet the growth targets required by California Education Code 47607 criteria for renewal.
- The school will strive to meet or exceed Adequate Yearly Progress goals.
- Student attendance will average at least an average of 94% over the five-year term of the charter.
- Ninety-five percent of parents will grade the school either an A or a B as reported on the annual parent survey (see attached for parent survey results from prior year).
- At least 90% of the parents will report that they agree or strongly agree that Richmond College Prep K-6 Charter is a safe school environment on the annual parent survey.

Operational Outcomes.

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- RCPK6 will increase the number of people who serve on the Board.
- RCPK6 will develop Board norms and members will participate in Board training at least once every two years.

Methods of Assessment

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

Assessing Student Skills and Performance

Teachers will use the standardized state tests, Illuminate assessments, DRA and program formative and summative assessments as well as teacher-developed measures to diagnose what students know and can do. Students are tested periodically during the year. Summative assessment will be conducted at the end of units and at the end of the school year to determine whether students have met grade level standards and how they ranked with respect to the national “norm group” in various subject areas as measured by Illuminate assessments.

The chart below provides an outline of the “summative” and “formative” student assessments that are conducted by the staff of RCPK6.

Assessment	Frequency	Administered & Rated By	Measures
SUMMATIVE			
Smarter Balanced Assessments Test – ELA, Mathematics, etc.	Annual, Spring	CDE	Student academic performance – criterion referenced to state common core standards
California English Language Development Test	Annual, 7/1-10/31	CDE	English learner performance in mastery of English, based on the CA ELD Standards.
Curriculum aligned assessments:			
Reach ELD Post test	Year End	Teachers	Year end performance and growth in mastery of ELD standards (ELs only)
Reading Street ; Developmental Reading Assessment(DRA)	Year End	Teachers	Year end performance in mastery of grade level standards
EngageNY	Year End	Teachers	Year end performance in mastery of mastery of grade level standards
FORMATIVE			
ELA, Math and ELD Benchmarks	Periodically , throughout the year	Administration and teachers	Ongoing performance assessment of mastery of grade level standards
Teacher Generated Assessments	Baseline, Throughout Year and Year End	Teachers	Student performance across all subject areas
Teacher/staff Observation	Throughout Year and Year End	Teachers & other Staff	Student behavior, social skills, character development.
	Retrospective	Teachers	Student Increase in

Assessment	Frequency	Administered & Rated By	Measures
	Assessment		Developmental Assets
Reading Street, Engage NY, and Reach ELD program-embedded assessments	Weekly	Teachers	Short term progress on specific learning objectives
	End of Unit		Intermediate term progress
Grades	Quarterly	Teachers	Academic and behavioral progress

Psycho-Social and Ethical Outcomes

- Interpersonal communication skills
- Perspective – viewing problems and situations from a variety of angles
- Empathy – getting inside another person’s “skin” and understanding the person’s feelings and word view.
- Involvement in community activities in and out of school
- Self knowledge – reflecting about one’s strengths and planning to capitalize on strengths to address areas that need to be strengthened

These goals will be measured through use of the materials and assessments that accompany the Mindful Life and Tool Box programs being implemented at the school.

Use and Reporting of Data

Throughout the year, teachers implement data-driven instruction. Grade-level teams work together to identify and develop rigorous formative assessments in all subject areas. After students complete the assessments, teachers analyze the data to identify students’ strengths, areas of growth, and possible misconceptions. Based on this analysis, teachers prioritize focus areas and create action plans for revisiting these focus areas in order to support students in reaching mastery of the grade-level content and skills. This data-driven instruction cycle allows grade-level teams to collaborate and implement best practices.

Teachers administer summative assessments throughout the year, in the form of end-of-unit tests, Illuminate tests, and school-wide benchmark tests. These summative assessments allow teachers to assess what students know and can do after the completion of subject units, a semester, or an academic year. Prior to the end of the year, teachers can also use the data from these assessments to go through the data analysis cycle.

In the beginning of the year, teachers set an individual reading goal for students, based on diagnostic reading level data. Throughout the year, teachers monitor the progress of students towards their reading goal, through student conferences and visual trackers. This information is also communicated with families. As students make reading level growth, it is celebrated in classrooms, as well as school-wide.

Teachers conduct Parent/Teacher conferences twice a year to communicate academic and behavioral progress of students with families. Report cards are given out after each semester. The

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report cards show students' progress towards mastery of grade-level standards, as well as benchmark scores and reading levels.

Evaluation

Each year RCPK6 will prepare a School Accountability Report Card (SARC) in order to provide information about our school to our community, allowing the public to evaluate and compare RCPK6's demographics, resources, environment, and student achievement to other schools in our community, region, and state.

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)*

Richmond College Prep K-6 Charter is a directly-funded, independent charter school operated by Richmond Elementary School Inc, a California Nonprofit Public Benefit Corporation, pursuant to California law, which has received its 501(c)(3) status. The school is governed in accordance with the bylaws that may be amended in accordance with the process, therein.

As provided for in the California Corporations Code, Richmond College Prep K-6 Charter is governed by its Board of Directors, whose members have a legal fiduciary responsibility for the well being of the organization.

The Board shall conduct or direct other affairs of the corporation and exercise its powers, subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation, and the Bylaws.

The Board of Directors' major roles and responsibilities include:

- Approving and ensuring implementation of the educational and operational policies of the school;
- Approving and monitoring the school's annual budget and fiscal affairs;
- Approving all major contracts;
- Approving the school's personnel policies and overseeing the implementation of these policies by the Resident Principal and the Executive Director;
- Appointing and removing members of the Board;
- Prescribing the duties of the Board of Directors except as otherwise provided in the Bylaws;
- Performing any and all duties imposed on it collectively or individually by law, the Articles of Incorporation, and the Bylaws of the corporation;
- Approving slate of employees recommended by the Executive Director and Resident Principal;
- Hiring of auditors;
- Participation in dispute resolution when necessary;
- Participation in student expulsion hearings;
- Approval of check registry;
- Approval of financial policies;
- Evaluation of the Executive Director;
- Strategic planning.

The Board will consist of at least (5) and no more than seven (7) voting members comprised of the following:

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- One (1) community member who resides in the District, or in an adjacent and contiguous school district.
- In accordance with Education Code Section 47604(b), a representative designated by the charter authorizer.*
- 2-4 other community members. RCPK6 will recruit qualified and appropriate candidates for the board from education, nonprofit, community, business, and legal organizations so that the current board is diverse in skill sets, perspectives, and backgrounds and can fully and responsibly govern the organization and schools while maintaining a unifying and passionate commitment to the vision and mission of RCPK6.

* Education Code Section 47604(b) provides that the Governing Board of a school district that grants a charter for the establishment of a charter school formed and organized pursuant to this section shall be entitled to a single representative on the Board of Directors of the nonprofit benefit corporation. In accordance with Education Code Section 47604(b), the sponsoring district, West Contra County Unified School District, shall be entitled to a single nonvoting representative on the RES Inc Board of Directors.

No 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, may serve on the Board. RCPK6 shall comply with all conflict of interest laws, including but not limited to the Political Reform Act (Gov. Code § 81700 *et seq.*), Government Code 1090, and the Corporations Code, including but not limited to the interested person rule under Corporation Code section 5227. The Board may adopt other policies circumscribing potential conflicts of interest. The Governing Board has adopted a comprehensive Conflict of Interest Policy incorporating requirements and regulations of both the Political Reform Act and Government Code 1090. (Available upon request and is included in the RCPK6 employee manual)

The Charter School operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the 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 nonprofit 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.

How Board Decisions Are Made

- No business shall be considered by the Board at any meeting at which a quorum is not present;
- A quorum shall consist of a majority of the then sitting voting Directors;
- The Board makes decisions using a majority of the then sitting voting Directors;
- The Board makes decisions using a majority vote (51% of the Board Members attending the meeting);
- Board meetings are conducted following Robert's Rules of Order and in compliance with the Ralph M. Brown Act;

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- A decision may be made by a committee of the Board authorized to act on behalf of the Board on a matter in question;
- No Director shall vote on any matter involving a self-dealing transaction, a conflict of interest, removal of that Director, or any other matter at the discretion of a majority of the Directors present.

Sub-committees may be formed to develop policy, new programs and implement a strategic fundraising plan. The Board meets at least three times a year: once during each semester of school operation and once over each summer. All sessions of Board meetings are made public and posted in compliance with the Ralph M. Brown Act.

The Board is charged with assessing educational needs and establishing priorities with the object of encouraging each student to realize his or her maximum potential.

The Resident Principal oversees day-to-day administration of the school with committees of the teaching staff. Business and financial administration such as SACS compliant financial accounting (or alternative accounting reporting as allowed by law), cash flow management, accounts payable/receivable, payroll is provided by a contracted back office business services provider under the supervision of the Executive Director and the Board of Directors.

Relationship with West Contra Costa Unified School District

Richmond Elementary School, Inc., and the authorizing entity may enter into a Memorandum of Understanding (MOU) in order to specify operational and legal relationships between the two entities. The RES Board and the authorizing entity will continue to work diligently to maintain open and ongoing relationships in good faith to ensure compliance with the provisions of the MOU and excellence in this educational program as it evolves and grows.

Severability

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid under the provisions of California State Charter Schools Act or other relevant state and/or federal statutes, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by West Contra Costa Unified School District and the Board of Directors of RCPK6. WCCUSD and RCPK6 agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion in accordance with the dispute resolution procedures set forth in the charter. (see dispute resolution)

Duration of Charter Period Renewal

The duration of the charter petition renewal will be for five years. The term of this charter will begin July 1, 2015 and expire on June 30, 2020.

Renewal Process/Time Line

Renewal of the charter shall be in accordance with the standards and criteria set forth in Education Code Section 47605 and 47607.

Charter Amendments

Any material amendments to this charter will be made by mutual agreement of the Governing Boards of RCPK6 and WCCUSD. Such amendments shall be made pursuant to the standards, criteria, and timelines set forth in Education Code 47605.

Revocation of Charter

The WCCUSD Board of Education may revoke the charter only in accordance with Education Code Section 47607. The Board must first give the school notice and a reasonable opportunity to cure prior to the revocation except in cases where the Board of the District determines, in writing, that there is an imminent threat to the health and safety of pupils. In case of disputes, the Parties agree to adhere to the dispute resolution procedures identified in the charter. In cases where the Board has determined that there is an imminent threat to the health and safety of pupils, the dispute resolution procedures will be inapplicable.

Non-Liability of District

In accordance with Education Code Section 47604(c), an authority that grants a charter school to be operated by or as, a nonprofit public benefit corporation is not liable for the debts or obligation of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authority has fulfilled its statutory required oversight.

All RCPK6 requested services from WCCUSD would be on a fee-for-service basis. Mutually agreed upon fees must be in place prior to the requested service.

Involvement of Parents

One of our charter school's central goals is to empower parents and guardians as educational partners and to ensure their involvement in their children's education and in school activities. As noted, our planning process has included extensive community outreach to involve residents of the neighborhoods serve in shaping our charter school so that it responds to the community's needs and aspirations for their children and their families.

The school has a School Site Council (SSC). The SSC provides feedback and input on educational programs, school policy and needed special events. The SSC meets once a month or as needed and is encouraged to attend Governing Board meetings.

RCPK6 also requires parents/ guardians to meet with the Director or another designated staff person to discuss the school's philosophy, approach to teaching and learning, and their own commitment to being active participants in their children's education at RCPK6. Frequent family conferences—beginning with a meeting in early fall of each year—will be built into our student assessment system.

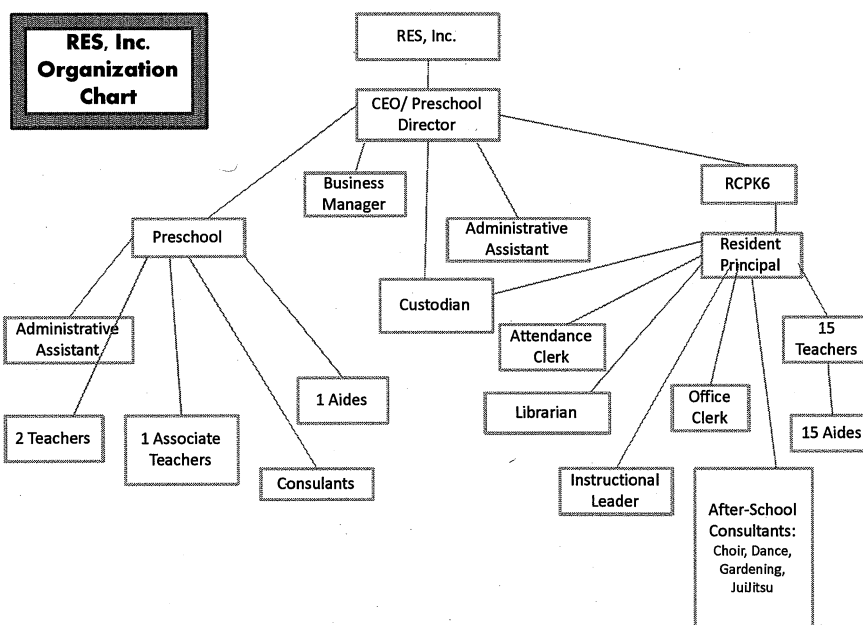
School parents and community members play an active role in our school and evaluation and program improvement process. As part of our yearly evaluation, our external evaluator solicits input from parents and guardians to see how they rate the school's performance as well as on how we can facilitate their participation in the life of the school. This input is reviewed by our Board and staff and be used to inform ongoing school improvements.

In addition, families have the opportunity to participate in a variety of school activities. We offer workshops to familiarize parents/guardians with our curriculum. Parents are encouraged to serve as

volunteers during our extended school day (before, during, and after school), such as by working as tutors or mentors or helping in other ways. Aggressive outreach links parents to Contra Costa Community College classes and other educational resources. Finally, we involve parents and community members as advocates for our school, such as in speaking publicly about our work and in raising funds for support our programs.

Overall, we continue to work to make RCPK6 a community focal point, bringing parents and other community stakeholders together to meet students' developmental needs, and to maximize students' chances of achieving high educational standards as a stepping stone to future success in school, college, and in life.

In addition to the above, parental involvement is encouraged in a variety of ways, including but not limited to: classroom observation; meetings with teachers and administrators; volunteering in the classroom and elsewhere in the school; student absence notification; home visits by teachers and other school staff; providing information on student achievement; maintaining a safe and welcoming school environment; encouraging parents to become familiar with the instructional materials used in their children's classroom; informing parents of their child's progress in school and of the appropriate school personnel to be contacted if problems arise with their child; providing parents with access to their child's school records; providing parents with clear information regarding the academic performance standards, proficiencies, and skills their children are expected to accomplish; providing parents in advance with information about school rules, attendance policies, dress codes, and procedures for visiting the school; encouraging parent involvement in Student Study Teams and other meetings wherein student needs/strengths are discussed and potential plans are determined; and ensuring that all communications between the school and parents take into account barriers that might be imposed due to class, education levels, and cultural and language differences.



Biographies of the RCPK6 Board Members

David B. Rosenthal

BORN: Detroit Michigan; April 19, 1938

EDUCATION:

Detroit Public Schools

University of Michigan, Psychology, BA, Graduate Honors Program 1960

University of California, Berkeley, School of Law, Juris Doctor, 1963

San Francisco State, Masters Program, Social Psychology, 1 year

PROFESSIONAL ORGANIZATIONS:

State Bar of California

State Bar of Michigan

U.S. Supreme Court Bar

6th Circuit Court of Appeals Bar

9th Circuit Court of Appeals Bar

Criminal law Committee Detroit Bar Association, 1967

Executive Director,

CIVIC ORGANIZATIONS

Parkinson Action Network, Board of Directors. 1993-2004

Parkinson's Action Network, Past Chair

Richmond Children's Foundation, Chair, 2000- 2006

Richmond Elementary Schools, Inc. dba Richmond College Prep Schools

Vice Chair 2001 -2008

Chair 2009-Present

TEACHING EXPERIENCE

University of Michigan, Teaching Instructor Reginald Heber Smith Legal Program,
Juvenile Law, 1966

University of Detroit, Law School, Teaching Instructor, Trial Practice, 1967

PUBLICATIONS:

Report to Detroit Bar Association: RE: Administration of Justice in Algiers Motel Killings, 1967

Proposal for Public Defender System for City of Detroit by Detroit Bar Association

PROFESSIONAL EXPERIENCE

Mohawk Liqueur Corp., Treasurer 1963-1966

Law offices of Otis & Rosenthal, 1966-1969

Law offices of Ramsey & Rosenthal, 1969- 1971

Law offices of Rosenthal & Meyer, 1971- 1981

Law offices of Rosenthal, Alexander & Fullerton 1981-1985

Law offices of David B. Rosenthal 1985-2001

Leonard Pitt

Leonard Pitt was born in Detroit, Michigan in 1941. After high school he attended The Art Center School in Los Angeles and at age twenty got a lucrative job in an advertising agency as a graphic designer. Staring into a creative dead end, he quit his job and traveled to Europe. He landed in Paris in 1963, and took a few mime classes with Etienne Decroux. After a few days he was hooked. He spent four years with Decroux and seven years in Paris.

He returned to the United States in 1970, and settled in Berkeley, California, where he opened a school of physical theatre, attracting students from around the world. Leonard's one-man shows have received critical acclaim. He has performed and taught at theatres and festivals throughout the United States, in Europe, Brazil, New Zealand, and Australia.

In 1973 he attended a concert of Balinese dance and music. Turning to his friend before the curtain went up, he whispered, "If this is boring, let's leave in the middle." Stunned by what he saw, he closed his school and traveled to Bali to study mask theatre. While there he performed with the Balinese in their village and temple festivals. He returned to Bali in 1978 to study mask carving.

In 1986 he co-founded "Life On The Water," a contemporary theatre in San Francisco presenting new work.

In 1991, Leonard created Eco-Rap, an environmental education program combining ecology and rap music as a way to educate inner city youth about urgent social issues.

In 2002, Leonard's Paris guide, *Promenades Dans le Paris Disparu*, was published in Paris. The book has gone on to become a bestseller. It came out in English in 2006 as *Walks Through Lost Paris*. 2006 also saw the publication of *A Small Moment of Great Illumination*, Leonard's book about the 17th century Anglo-Irish healer Valentine Greatrakes. His second book on Paris came out in Paris in October 2008. He is currently working on a third Paris book due out fall 2009, while beginning work on a new one-man show with director Arne Zaslove. Most recently he and James Donlon have opened The Flying Actor Studio in San Francisco offering classes in all aspects of physical theatre.

Leonard began volunteering at Richmond College Prep in 2008 at the invitation of school founder David Rosenthal. Thinking it would be only a one-time thing, he was so taken by the children that he became a regular going out 2 and three times a week and began an outing program, Junior

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Explorers, whereby school students go out on a day around the Bay and San Francisco as a way to discover the beauty of the place they live.

Neville Richardson

Neville Richardson is a Financial Advisor who joined Merrill Lynch in the Berkeley, California in 2005. He earned his BBA in International Business and Finance from Howard University in Washington, D.C. Neville has worked on both the New York Stock Exchange and The American Stock Exchange. He holds several securities licenses. He has formerly worked for Goldman Sachs and Spear Leeds Kellogg in the position of Equity Trader. Neville has served on the Boards of the Chabot College Foundation and Young Entrepreneurs at Haas Business School (YEAH). He currently serves as Vice-Chairman of the Richmond Elementary School, Inc. Board of Directors.

Patricia Scott

Patricia Scott has been the Executive Director of Booker T. Washington Community Service Center for the past 7 years. Her current work includes managing the center, coordinating the building of a new center and 50 units of affordable housing - half of the units set aside for transitional aged and youth aging out of foster care with on-site support services.

Ms. Scott has managed non-profits for the past 20 years. Her most recent projects include directing and managing a start-up business for Public Radio International (PRI) on Sirius Satellite Radio (XM), serving as Executive Director for a public radio network with five major market stations, acting as the foundation lobbyist, managing radio stations, and building new broadcast facilities.

She is currently on several community service and youth organization boards, including Richmond College Prep. She has received awards from The Corporation for Public Broadcasting, Youth Radio and the Institute for Alternative Journalism. She has an MFA in Broadcasting and Curriculum Development from UCLA.

Tom Meyer

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Berkeley, CA 94703
(510) 524-6568
Fax: 524-6568
E-mail: tommeyer@earthlink.net

EDUCATION: Hastings College of Law, J.D., Aug. 1968
U.C. Berkeley, B.A., Pol. Science, May 1965
Goethe Institute, Germany, May-August, 1964

BAR MEMBERSHIPS: California, Michigan

LEGAL EMPLOYMENT:

02/76 - present Private Practice: Over 50 jury trials; general civil and criminal practice, including personal injury, legal and medical malpractice, & employment law

Law Office of Thomas M. Meyer
Pt. Richmond, California: 02/76 - 11/90
Oakland, California: 11/90 - present
General civil litigation. Plaintiff and defense.

11/68 - 06/74 Wayne County Neighborhood Legal Services, Detroit, Michigan
Program Director: 12/72-06/74.
Directing the operation of the 3rd largest OEO funded legal service program in U.S., employing 42 attorneys in seven offices.
Director of Litigation: 11/70 - 12/72
Staff Attorney: 11/68 - 11/70

Summer, 1967 U.S. Justice Dept., Civil Rights Division, Washington D.C.
Intern. Research, drafting memoranda, discovery and investigation of Title VII and Voting Rights litigation, under John Doar.

JUDGING:

Contra Costa County Bar Ass'n. Fee Arbitration Panel: 1984-1989

Judge Pro Tem, Bay Judicial District Small Claims Court: 1982-1988

Arbitrator, Kaiser Hospital Medical Malpractice cases: 1996-present

Stanford Law School Moot Court
Judge: Spring, 1991; Spring, 1994; Spring 1995

PUBLICATIONS:

JURYWORK: SYSTEMATIC TECHNIQUES (Clark Boardman, 2d Ed.)
Author: Chapter Four ("Discriminatory Use of Peremptory Challenges")
Co-Author: Chapter Five ("The Law of Jury Composition Challenges")

CEB Consultant on California Trial Objections, Heafey (CEB, 3d Ed. 1995)

Author of numerous articles in legal periodicals on the subject of jury selection. Egs. CEB Civil Litigation Reporter, May, 1992; CACJ Forum, June, 1993; NLG Practitioner, June, 1984.

TEACHING:

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U.S.F. Law School Intensive Advocacy Program

Instructor: 1991-present

Lecturer in jury selection techniques

CEB skills workshops in jury selection, depositions, and Opening Argument

Speaker: 1989-present

COMMUNITY:

National Jury Project, Oakland, California

Co-founder, Counsel and Board of Directors member,: 1986-present

Bill Brockett Public Interest Fellowship

Member, Board of Directors: 1996-present

Legal Alliance for Racial Justice ("LARJ"), Richmond, Calif.

Former Co-chair: 1981-86

NLG Civil Rights Committee

1980-2009

Bay Area Lawyers for Affirmative Action

Speakers Bureau: 1996-98

Wildcat Canyon Ranch Youth Program

Board Chair, 2003-2009

WriterCoach Connection/ Community Alliance for Learning

Volunteer writing coach, Kennedy H.S., Richmond

Human Resources

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

Qualifications of School Employees

RCPK6 shall comply with the teacher credentialing requirements in Education Code 47605 subdivision (1). RCPK6 has recruited highly qualified personnel to be our school's Director, teachers, and other administrative and support services staff. All Richmond College Prep staff will possess a comprehensive educational vision that is consistent with our vision and educational program, as well as strong leadership abilities and interpersonal skills. Administrative and instructional staff will have a strong track record working with students from disadvantaged and under-served populations and with their families. Teachers and aides will have experience working with a constructivist approach to teaching and learning, class management experience and skill, creativity and innovation, and knowledge of computers and technologies as well as experience in meeting the individual needs of students.

Richmond College Prep K-6 Charter does not discriminate against any employee on the basis of race, color, creed, age, gender, national origin, disability, religion, sexual orientation, or marital status. Richmond College Prep K-6 Charter will adhere to California laws, including fingerprinting and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony.

All employees must furnish or be able to provide:

- Proof of negative tuberculosis (TB) testing or negative chest X-ray for TB in accordance with Education Code Section 49406.
- Fingerprinting for a criminal record check. Richmond College Prep K-6 Charter will process all background checks as required by Education Code Section 44237.
- Documents establishing legal employment status.

RCPK6 follows the development of the regulations to implement "highly qualified" requirements under the No Child Left Behind Act (NCLB) and ensures that the qualifications for all teachers follow the regulatory guidelines set by the state with regard to this law. This includes monitoring that the "highly qualified" teacher requirements of NCLB are met to ensure that teachers meet the following three factors unless otherwise exempt under the law:

1. possesses appropriate state certification or license;
2. holds a bachelor's degree; and
3. passed a rigorous test, relevant major or coursework, or state evaluation demonstrating subject matter competency.

The Resident Principal and the Executive Director select the teachers on an application and interview basis with assistance of a committee made up of various RCPK6 constituents. Selection of teachers is based on their teaching experience, the degree of subject matter expertise, and their abilities to demonstrate effective classroom instructional capabilities. Inexperienced or emergency credentialed teachers are hired on educational experience, work experiences deemed beneficial to education, and résumés with good references. All prospective teaching staff must show a strong desire to teach in an alternative setting with highly at-risk students. Additionally, all teaching staff must meet any additional guidelines and standards set by the school and RCPK6.

Executive Director

Qualifications:

Bachelors Degree or Higher;

Multiple Subject Teaching Credential, Bilingual, Crosscultural and Academic Development (BCLAD)

Certificate preferred;

Montessori Training;

Minimum 3 years of successful teaching experience;

Minimum 3 years administrative experience in public school

The Executive Director reports directly to the Governing Board and serves as the chief executive officer. The role of the Executive Director is one that emphasizes internal accountability for overall school operations and external relations on behalf of the school. The Executive Director is responsible for:

- Ensuring that the school community follows the policies and decisions approved by the Governing Board.
- Ensuring that legal, fiscal, administrative, personnel, and overall school operations are in compliance with the Charter and all related laws and regulations.
- Serving as the liaison between the school and the business service provider on fiscal and related executive-management issues; taking all necessary steps to procure resources on behalf of the school.
- Recruiting, hiring and evaluating staff and for developing individual professional development plans.
- Ensuring that the instructional team holds necessary credentials and/or meets educational requirements as required by law.
- Overseeing the development and implementation of the curriculum and programs, as well as review individual student and overall school performance in accordance with the school's Charter and related laws and regulations, and relate that information to the Governing Board along with recommendations for continuous improvement.
- Maintaining the school's external relationships (e.g. chartering authority, compliance-related organizations, charter support organizations, legislators, and community-based organizations).
- Working with staff to prepare and submit an annual budget to the Governing Board for review and approval; and maintaining a balanced budget throughout the school year.

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The applicant must demonstrate knowledge of charter school legislation and related regulations at the local, state and federal level. A minimum of three years' proven experience in educational and organizational leadership, delegation and management including oversight of fiscal, legal, personnel and operational compliance and liability issues is required. Organizational skills will enhance the applicant's ability to be successful.

Resident Principal

Qualifications:

Bachelors Degree or higher

Preliminary or Clear California Administrative Service Credential or enrollment in an administrative program

Clear California Teaching Credential

Minimum of 3 years of full-time, successful teaching experience in an elementary classroom

The Resident Principal reports directly to the Executive Director. The Resident Principal provides leadership and direction in implementing board-adopted curriculum. To improve student achievement through high expectations, the Resident Principal frequently monitors student progress and staff development activities. The Resident Principal is responsible for:

- Providing leadership in improving the total educational program
- Assisting the Executive Director in planning schedules and hiring and assigning staff
- Overseeing school policies and procedures for Transitional Kindergarten through 6th grade.
- Overseeing yard duty compliances by teachers and aides.
- Assisting teachers with classroom procedures and best practices.
- Attending Individualized Education Plan meetings and Student Success Team meetings.
- Conducting daily or frequent observations of teachers Transitional Kindergarten through 6th grade.
- Evaluating staff
- Monitoring attendance, truancy, and referrals.
- Completing reports and other documents.
- Implementing school curriculum and administrative procedures.
- Attending and conducting parent meetings when discipline issues arise.
- Serving as a liaison between Executive Director and teachers and instructional aides if necessary.
- Maintaining a mutually respectful relationship with faculty and staff.
- Implementing Illuminate and training faculty to use it.
- Preparing Benchmark testing including managing permission and online testing assistance.
- Managing progress reports, report cards, i-Ready, and certification.
- Setting up and managing reports including implementing templates in Illuminate.
- Setting up summary assessment templates.
- Ensuring adequate progress in meeting academic goals.
- Developing and implementing the professional development plan.
- Providing leadership in developing and maintaining productive interpersonal relationships.
- Other duties as assigned

Instructional Leader

Qualifications:

Bachelors Degree or higher

Clear California Multiple Subjects Credential

Minimum of 3 years of full-time, successful teaching experience in an elementary classroom

The Instructional Leader reports directly to the Executive Director. The Instructional Leader supports classroom teachers in the areas of instruction, planning, and management. The Instructional Leader is responsible for:

- Attending Individualized Education Plan meetings and Student Success Team meetings.
- Serving as BTSA mentor for participating teachers.
- Serving as mentor for intern credential teachers.
- Conducting daily or frequent observations for teachers Transitional Kindergarten through 6th grade.
- Assisting teachers with classroom procedures and best practices.
- Maintaining a mutually respectful relationship with faculty and staff.
- Implementing Illuminate and training faculty to use it.
- Preparing benchmark testing including managing permission and online testing assistance.
- Managing progress reports, report cards, i-Ready, and certification.
- Setting up and managing reports, including implementing templates in Illuminate.
- Setting up summary assessment templates
- Ensuring adequate progress in meeting academic goals.
- Implementing job-embedded professional development.
- Other duties as assigned

Teachers

Qualifications:

As required under education code 47605 subdivision (1)

Core teachers must have demonstrated excellence as a teacher including knowledge of the subject matter they teach, be fluent with current educational theory and curriculum development, be knowledgeable and supportive of charter schools as well as be creative and innovative in their approach to education. Teachers are primarily responsible for:

- Student learning.
- Assessing student growth in a variety of ways.
- The performance of their students.
- Understanding the charter and its philosophies and practices.
- Participating on committees as necessary.
- Involving themselves individually and collaboratively in professional development activities that advance their skills, knowledge, and attitudes in the best interests of themselves, their students, and the school.

- Working with the school's varied stakeholders in support of the home-school community continuum of educational culture that the school holds as one of its central tenets.
- Serving as an advisor for assigned students.

RCPK6 recruits teachers who have appropriate certification to teach English learners such as the CLAD or equivalent or BCLAD or equivalent certification. Teachers who have training in second language pedagogy and experience teaching second language learners and sheltered English classes are highly desirable.

All Staff Requirements

All RCPK6 and school staff commit to:

- Abide by federal, state, and local laws;
- Maintain a professional relationship with all students;
- Refrain from the abuse of alcohol or drugs during the course of professional practice;
- Exemplify honor and integrity in the course of professional practice, particularly in the use of public funds and property;
- Comply with state, federal, and local laws regarding the confidentiality of student records;
- Fulfill the terms and obligations detailed in the charter;
- File necessary reports of child abuse; and
- Maintain a high level of professional conduct.

RCPK6 may also employ non-certificated personnel to teach subjects outside of the core curriculum. These individuals will be recruited based on their skills and experience in areas that enrich, support, or supplement the core curricula, such as the arts, social services, industry, mental health, multicultural heritage/relations. All non-core teaching staff will have a minimum of a bachelor's degree and relevant work experience that further qualifies them to provide instruction in non-core curriculum areas.

RCPK6's School Secretary registers students, serves as office receptionist, maintains and reports student/staff attendance records, communicates with other district schools, and provides other clerical and administrative support as needed.

The school secretary must have a high school diploma or higher and have at least 3 years experience serving in an administrative assistant capacity.

Our non-teaching support staff and volunteers (clerical, mental health, custodial, mentors) support the school culture and participates in the life of the school. For instance, they are included in family events and celebrations and be part of the audience for presentations of student work. They have opportunities to participate in professional development workshops and take second language and other classes. They may also sit in on SST meetings as appropriate and be consulted on issues for which they have expertise and which directly affect them in their work at our school.

RCPK6's Business Manager has the training and experience in managing fiscal operations at public schools and/or non-profit organizations. The Business Manager is responsible for planning, directing, and monitoring the school's fiscal operations in accordance with school policy and WCCUSD and state regulations; managing the school's files regarding staff, students, enrollment, attendance, purchasing, contracts, and all expenditures and revenues; assuring proper management of facility, materials, and equipment; providing records to the state and the federal government for reimbursement (e.g., prepare paperwork for the California Department of Education for charter-school general purpose funding, categorical block grant, K-3 class size reduction, and to the USDA for funding for meals and snacks); ensuring that our school meets all accountability requirements related to financial management, including procedures that assure students' health, safety, conduct, welfare, and due process rights; preparing paperwork for the RES Board for an independent audit each year; and overseeing the charter renewal process.

The Business Manager must have a bachelors degree or higher and have at least 5 years of experience in finance and/or public school accounting and finance.

The school also has hired a Coordinator for our school's before and after school program. This individual will have: a minimum of a bachelor's degree or equivalent in education, recreation, human services, or another related field; experience working with inner city youth in an educational environment; supervisory experience; a commitment to working with children's parents as educational partners; ability to communicate and work cooperatively with many diverse student and adult groups; commitment to participate in ongoing professional development; and will preferably be English/Spanish bilingual. Additional before and after school program staff will consist of credentialed teachers and classroom aides who meet RCPK6's qualifications for these positions.

Staff Evaluation Plan

The Resident Principal is responsible for evaluating all teachers and support staff. School staff evaluation is performed at least annually. A critical part of teacher evaluation and retention is based on performance outcomes, measuring students' achievement and the teacher's implementation of the curriculum. RCPK6 has developed a formal evaluation process and observation checklists. See addendum for samples.

The Resident Principal's evaluation is multi tiered and includes a review of the annual performance goals.

Employee Rights

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 the federal social security. —California Education Code Section 47605(b)(5)(K)*

Work Basis

Employee hours per week will be based upon individual employee work agreements. The standard work week for all staff is 40 hours per week.

Compensation

RCPK6 provides total compensation to individual employees that is competitive with other private and public schools for comparably qualified and experienced employees, i.e., RCPK6 offers compensation that assures the successful recruitment of employees that enable the school to fulfill its mission and goals. Specific salaries and stipends are identified within the individual work agreements.

Benefits

Mandatory benefits such as workers compensation, unemployment insurance, Medicare and social security (for non-STRS employees) are provided by RCPK6, as well as life, health, dental, vision, and related benefits as part of the total compensation package for each employee determined as part of the individual work agreement.

Retirement

Eligible certificated employees participate in State Teachers Retirement System (STRS), in which the employer and the employee each contribute the statutory amount. All employees, with the exception of STRS participants, participate in the Federal Social Security Program.

Labor Relations

Governing Law: *A declaration whether or not the charter school shall be deemed the exclusive public school employer of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 [commencing with Section 3540] of division 4 of Title 1 of the Government Code). —California Education Code Section 47605(b)(5)(O)*

Employee Representation

Richmond Elementary Schools, Inc., is the exclusive public employer of all employees of the charter school for collective bargaining purposes. As such, RCPK6 complies with all provisions of the Educational Employment Relations Act (EERA), and acts independently from the WCCUSD for bargaining purposes.

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)

Job applicants for positions at RCPK6 are considered through an open and fair process, and those persons hired enter into a work agreement with RES Inc. Any WCCUSD union employee who is offered employment and chooses to work for RES Inc is not covered by his or her respective collective bargaining agreement unless a side letter is specifically negotiated, although comparable protections and benefits may be extended in the individual work agreements.

The Charter School recognizes that it may not confer any return rights upon any former employee of the District.

Health and Safety of Students and Staff

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

The RES Board of Directors has developed health, safety, and risk management guidelines in consultation with, our insurance carriers, and risk management consultants. Our staff, families, and Board of Directors will review these guidelines at least annually. They include:

- Compliance with Education Code Section 44237 which requires that all prospective employees of the school submit to a criminal background check and furnish a criminal record summary. This requirement will be a condition of employment.
- Compliance with California Penal Code section 11166 which requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.
- All new RCPK6 employees will be required to undergo a pre-employment physical examination, including a tuberculosis test.
- All entering students will be required to submit an up-to-date immunization record to the extent required for enrollment in WCCUSD schools.
- RCPK6 has specific policies for administration of medications.
- No one will use or possess drugs, alcohol, or tobacco on school grounds.
- Our school building(s) will be assessed periodically for structural/seismic safety, using existing state, county, and city standards for independent and parochial schools. The school will be equipped with an effective smoke detection system.
- We will train all students, staff, and volunteers for natural and human-made disasters, including fires, earthquakes, and other emergencies.
- All staff and volunteers will be trained to deal with blood-borne pathogens and other communicable diseases.
- Staff will be trained on child abuse, sexual harassment and Gender Spectrum.
- At least two staff members will be trained in first aid response.
- Children with health emergencies will be taken to the nearest medical facility. RCPK6 has developed policies guiding contacting family members in case of emergencies.
- RCPK6 will provide students with a nutritious lunch, as well as breakfast before school and a nutritious after-school snack.
- RCPK6 will ensure that a qualified practitioner will conduct vision, hearing, and scoliosis screenings, as mandated by state regulations. The practitioner will also provide teachers with training for appropriately meeting the needs of medically fragile students.

We should also note that RCPK6 is a safe place for students emotionally. We are aware that many of our students are exposed to ambient violence and emotionally challenging circumstances at home

and in the community. We have built strategies for peaceful conflict resolution into the school curriculum, to help build cross-cultural understanding, and to enable students to develop the emotional and social skills necessary to have a peaceful school environment. As noted, we use the research-based Mindful Life and Tool Box models consistently throughout the school. This implementation also has a significant relationship to teacher behavior, classroom management, and our school's disciplinary policies. Teachers at RCPK6 are respectful toward students, parents, and their fellow staff members. When discipline is required, staff communicates displeasure with the behavior for which discipline is necessary, not with the student as a person.

Dispute Resolution Process

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)

Internal Disputes

Richmond College Prep K-6 Charter has established complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. Richmond College Prep K-6 Charter will not, at any time, refer complaints to the district. If the district receives any complaints or reports about Richmond College Prep K-6 Charter, the district will refer them to the board or administrative staff of Richmond College Prep K-6 Charter for resolution. WCCUSD staff will instruct any Richmond College Prep K-6 Charter stakeholders who attempts to lodge complaints with WCCUSD to stop their explanations of the situation and will inform them that all complaints must be directed to RCPK6 or Richmond College Prep K-6 Charter personnel. WCCUSD agrees not to intervene or become involved in any internal dispute unless the board of RCPK6 has requested WCCUSD to intervene in the dispute or if the internal dispute relates to a specific issue that may result in the revocation of the charter as outlined in Education Code 47607

The complaint procedures include the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The complaint procedures are clearly articulated in the school's student and family handbook and distributed widely.

This dispute resolution process provides parents, students, and volunteers who have a grievance concerning the school with a procedure to follow to have the grievance heard by an administrator or Executive Director or Resident Principal and, if it cannot be resolved at this level, to have it heard by the governing board at a regularly scheduled board meeting.

Misunderstandings and problems arise from time to time in any situation. Differences of opinion will exist. RCPK6 intends for the school environment to be a safe and supportive environment for students, teachers, staff, and parents. We are committed to creating an honest and open atmosphere in which any problem, complaint, suggestion, or question receives a timely and respectful response. It is requested that all parties conduct themselves in a congenial manner and communicate with each other with mutual respect at all times.

A grievance is defined as any feeling of dissatisfaction or injustice in connection with any matter related to the program, school, or staffing. Any grievance should be brought to the attention of the respective party as soon as possible with the intention to resolve the issue. If it cannot be resolved at this level, then an appointment should be made with an administrator to attempt further resolution.

If a parent disagrees with the established rules on conduct, policies, procedures, or practice, he/she can express this concern directly to the Executive Director or Resident Principal. No parent or employee will be penalized, formally or informally, for voicing a grievance or complaint with RCPK6 in a reasonable, business-like manner, or for using this dispute resolution process.

The Executive Director is the official representative between parents and the governing board. S/he or any administrator is accessible and ready to hear suggestions, concerns, and complaints. RCPK6 cannot act on any problem unless it is aware of it, so we request that grievances be brought to the appropriate party as soon as possible.

While not every problem may be resolved to all parties' complete satisfaction, effort is made on behalf of RCPK6 and its staff to bring resolution to any problem. This is only possible through both parties' willingness to listen, attempt toward understanding, and exploration of all aspects of the issue at hand. Through this process, parents, teachers, and management are able to develop confidence in each other. This confidence is important to the smooth, effective operation of RCPK6 and directly benefits the students. RCPK6 strives to provide such an atmosphere at all times. Parents are encouraged to offer positive and constructive criticism and to take the following steps if they believe they have dissatisfaction, if they believe that an injustice has occurred, or if they believe that a decision affecting them or their student is unjust or inequitable:

1. When a problem first arises, the grievant should discuss the matter with the respective party as soon as possible.
2. If they are unable to resolve the issue at this level, the grievant should then contact the supervisor of the employee to make an appointment to discuss the issue as soon as possible.
3. If the problem cannot be resolved informally by the employee's supervisor through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the Executive Director. The grievant should specify the problem to the fullest extent possible and any remedies sought. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by the grievant, an administrator, and any other related parties. The request for the meeting is to be delivered to the Executive Director or Resident Principal who, unless sick or out of town, will meet with the grievant within ten (10) working days of receiving the written request.
4. Following any necessary investigation, the Executive Director or Resident Principal shall prepare a written response to the grievant no later than ten (10) working days from the date of meeting unless for good cause and additional time is required for the response.
5. If the matter cannot be resolved at the Executive Director or Resident Principal level, the grievant may request to have the matter properly placed upon the agenda for the next regularly scheduled board meeting. All applicable laws of the Ralph M. Brown Act will apply.

6. The governing board and the Executive Director or Resident Principal will set a date and time for the hearing of any evidence to be presented concerning the grievance. At the hearing, the grievant and a representative of RCPK6 shall have the opportunity to present evidence, both oral and documentary. Within three (3) working days from the date of the hearing, the board and Executive Director or Resident Principal shall make a decision on the grievance in writing. This decision will serve as the final decision of RCPK6.

Disputes between Richmond College Prep and WCCUSD

We will use the following process to resolve disputes which may arise between RCPK6 and WCCUSD. Both parties agree to first frame the issue in writing and refer the issue to the WCCUSD Superintendent and the RCPK6 Executive Director. In the event that the district believes dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement. Such matters that could lead to revocation are addressed through a separate process as determined by the chartering authority's procedures and the specifications of the Memorandum of Understanding reached by RCPK6 and the chartering authority.

For other matters that are unrelated to revocation, the WCCUSD Superintendent and RCPK6 Executive Director [or their designees] shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the Superintendent and Executive Director [or their designees] and attempt to resolve the dispute.

Admissions Requirements

Governing Law: *Admission Requirements, if applicable. —California Education Code Section 47605(b)(5)(H)*

RES, Inc.'s highest priority is to serve students who live in the Santa Fe neighborhood of Richmond, which is currently served by WCCUSD's Nystrom Elementary School.

Since 2002, RCPK6 has engaged the Nystrom community in planning both our Nystrom College Prep Pre-School and RCPK6. We have held bilingual (English, Spanish) meetings at Nystrom Elementary, the nearby city recreation center, neighborhood churches, and the local Neighborhood Councils, to share our vision for these schools and to solicit community members' input into how such schools could best serve their children and families. We have surveyed our target population, conducted focus groups, and comprehensively studied conditions in the neighborhood and schools, to ensure our schools respond to local needs and strengths. As a result of this community engagement and outreach, families with children in our immediate service area are aware of these two model schools in the neighborhood. We will continue to distribute flyers about our schools, their programs and timelines at local child care centers, preschools, churches, and through community organizations and public agencies to promote awareness of and interest in RCPK6.

RCPK6 will not discriminate on the basis of race, ethnicity, gender, religion, national origin or disability or any other characteristic described in Education Code Section 220. The school is a public elementary school and does not charge tuition.

RCPK6 accepts applications for enrollment beginning each April prior to the school year commencement in September. To be eligible for admission in kindergarten, children must turn five years old on or before December 2 of the school year for which they seek admission. All prospective students must have all immunizations required by state law.

We ask families of prospective students to visit the school prior to enrollment to observe our campus environment and pedagogical approach. We also schedule a conversation with each family prior to admission to ensure that they understand and value our philosophy and approach to teaching and learning, and to be sure that they are committed to being actively involved in supporting their children's education in specific ways (e.g., by ensuring their children attend the extended day and extended year schedule, taking part in thrice-yearly conferences, permitting mentoring, etc.).

Any child in the State of California is eligible to attend RCPK6. However, preference will be given to the following groups, in the order specified, if the number of students requesting admission by June 15th exceeds the number of spaces available for admission in the Fall:

- Children who are already enrolled in RCPK6
- Children attending our pre-school will have preference for kindergarten at RCPK6
- Children living in the Santa Fe or Coronado neighborhoods
- Siblings of children already enrolled in RCPK6
- Children in WCCUSD's jurisdiction

Charter Renewal Petition for Richmond College Prep K-6 Charter

Once these preferences have been taken into account, we will use a public random lottery by June 30th to select new enrollees if eligible applicants exceed our school's capacity. Any applications not accepted through this public random drawing due to capacity limitations are used to develop a wait list pool of applicants should space become available, in the order in which they were drawn. Additional applications are accepted on an ongoing basis and are added to the wait list pool until there is a need for a second lottery when a space becomes available. The wait list does not carry over from one school year to the next.

We will follow this same schedule each subsequent year, beginning to register transitional kindergarten and kindergarten students in April, and requiring students in all other grades to apply by June 15.

Racial and Ethnic Balance

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

All races and ethnicities are welcome at RCPK6. RCPK6's program is attempting to reverse the pattern of low socio-economic and high ethnically diverse populations underperforming in school. As such, Richmond College Prep K-6 Charter has instituted a recruitment program designed to educate and inform potential students about its instructional program and to seek and recruit students who traditionally have been underserved and/or have underperformed in traditional elementary school environments.

The recruitment program includes, but is not necessarily limited to:

- Developing promotional material, such as brochures and banners.
- Visiting community centers as well as park and recreation facilities when appropriate events are held.
- Attending and participating at local neighborhood events to promote the school and meet prospective students.
- Developing partnerships with local racial and ethnic community organizations as a source of referrals for prospective students.
- Organizing open house and school tour visits to offer opportunities for prospective students and families to learn more about the school program.
- Using teachers and staff to develop a teacher referral network from other schools for prospective students.

RCPK6 maintains an accurate accounting of the racial and ethnic makeup of the school on an ongoing basis.

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)*

Students of West Contra Costa Unified School District (WCCUSD) are free to attend the existing WCCUSD schools with available spaces rather than RCPK6. Alternatively, students may wish to seek inter- or intra-district attendance alternatives in accordance with WCCUSD policy.

Parents/guardians will be informed that no student shall be granted an automatic right to enrollment in any school or program of WCCUSD on the basis of that student's enrollment or application to RCPK6.

Suspension/Expulsion Procedures

Governing Law: *The procedures by which pupils can be suspended or expelled. — California Education Code Section 47605(b)(5)(J)*

General Principles

Richmond College Prep is committed to educating students in an environment of safety, discipline, and high achievement for all students. As a result RCPK6 will make significant efforts to help students understand the rules of comportment at RCPK6, the self-discipline necessary for success in school and the community, and how to interact with other students, staff, and community members in a respectful and positive manner.

The RCPK6 discipline policy allows for opportunities for students to consider their actions toward improvement, provides clear consequences for specified actions, and involves families directly.

To date, no student has been expelled.

In the school year 2013 –2014, 11 students received a total of 18 suspensions

The breakdown for suspension across grade level follows:

	<i>Suspensions</i>
Kindergarten	0
1 st grade	5
2 nd grade	1
3 rd grade	1
4 th grade	7
5 th grade	3
6 th grade	1

Discipline Policy

The primary goal of discipline in the Richmond College Prep Elementary Charter School is to provide and maintain a safe, just, affirmative, and appropriately challenging environment that promotes learning and positive personal growth. Disciplinary measures will be aimed toward assisting each student in the development of self-control, social responsibility, and the acceptance of appropriate consequences for his or her actions.

Classroom Behavior Management

Every teacher will establish a behavior management system in his/her classroom at the beginning of the school year. The system includes positive rewards, as well as negative consequences for students who break classroom rules.

Behavior is tracked for individual students using a 6-level system. When a student reaches the 5th level consequence, the teacher will attempt to communicate with a family member. When a student reaches the 6th level consequence, he/she will receive a referral.

School-Wide Referral System

Students will receive a referral if they reach the 6th level consequence within the classroom teacher's behavior management system.

Referrals will be issued immediately for the following offenses:

- Physical fighting, and other offense meeting suspension criteria
- Vandalism of school, staff, or student property
- Profane language

Referrals will be tracked on a per month basis. With each referral that a student receives, the consequences become more severe. *Consequences are determined with the administrator's discretion.*

- First Referral: examples of possible consequences -

- Communication with family
- Buddy Classroom (1-2 hr. in-school suspension)
- Extra Work Packet
- Student reflection essay

- Second Referral: examples of possible consequences –

- Communication with family
- Conference with Resident Principal (1/2 day in-school suspension)
- Student reflection essay

- Third Referral: examples of possible consequences –

- Communication with family
- 1 day in-school suspension
- Student reflection essay
- Parent shadowing

If a student receives 4 referrals in one month, he/she will be referred for a Student Success Team (SST) meeting. The team will develop an individualized behavior plan with individual behavioral goals for that student.

Restorative Justice Circles

Students who receive referrals will be given an opportunity to participate in a Restorative Justice Circle, led by a member of the administration. The goal of Restorative Justice is to give students and other members of the school community an opportunity to voice perspectives and mend feelings.

Suspension and Expulsion

The following Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at Richmond College Prep K-6 Charter School (the "Charter School"). When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as 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.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook, which is sent to each student at the beginning of the school year. The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

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.

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 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 regular education students except when federal and state law mandates additional or different procedures. Charter School will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom 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 1) related to school activity, 2) school attendance occurring at Charter School or at any other school, or 3) a Charter School sponsored event. A Pupil may be suspended or expelled for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- 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; or
- d) during, going to, or coming from a school-sponsored activity.

B. Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force of violence upon the person of another, except self-defense.
3. 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.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. 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.

9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
11. 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.
12. Knowingly received stolen school property or private property.
13. 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.
14. Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
15. 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.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
18. Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person

reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

19. 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.
20. 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.
21. 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.
22. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
23. 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).

Non- Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

1. Possessed, sold, or otherwise furnished any firearm, knife, 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.

B. Suspension Procedures

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Resident Principal or the Resident Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Resident Principal. The conference may be omitted if the Resident 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 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 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 suspension, the Resident Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

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 Resident Principal or Resident 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 Resident Principal or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others.

Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Expellable Offenses

1. Discretionary Expellable Offenses: Students may be expelled for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force of violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 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 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 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 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 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 pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
- 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).

2. 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, knife, 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 Governing Board 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.

E. Authority to Expel

A student may be expelled either by the Board following a hearing before it or by the 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 RCPK6's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

F. 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 Resident Principal or designee determines that the Pupil has committed an expellable offense.

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

Written notice of the hearing shall be forwarded to the 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 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 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.

G. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The 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 which shall be examined only by the School, Panel Chair or the hearing officer in the expulsion. 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 School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the School must present evidence that the witness' presence is both desired by the witness and will be helpful to the School. The person presiding over the hearing shall permit the witness to stay

unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

H. Students With Disabilities

A pupil 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 ("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 disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. the Charter School will follow the IDEIA, Section 504, and all applicable federal and state laws when imposing any form of discipline on a pupil 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 pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District 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; 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 Team shall review all relevant information in the student's file, including the child's IEP, 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.

If the Charter School, the parent, and relevant members of the IEP 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 Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- 1. 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;

2. 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

3. 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 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, 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.

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 Resident Principal 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:

1. 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;
2. 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

3. 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 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 district'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:

1. 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.
2. The parent has requested an evaluation of the child.
3. 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.

I. 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.

J. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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

If the expulsion hearing panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

K. Written Notice to Expel

The Resident Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the School.

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

This notice shall include the following:

- a) The student's name
- b) The specific expellable offense committed by the student

The Board's decision to expel shall be final.

L. Disciplinary Records

The School shall maintain records of all student suspensions and expulsions at the School. Such records shall be made available to the County upon request.

M. 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.

N. Rehabilitation Plans

Students who are expelled from the 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 School for readmission.

O. 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 Resident Principal 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 Resident Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

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

RCPK6 provides reports to the district as follows, and may provide additional fiscal reports as requested by the district:

- By July 1, a preliminary budget for the current fiscal year. For the first year of operation, the financial statements submitted with this charter petition pursuant to Education Code 47605(g) shall satisfy this requirement.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of RCPK6'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.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the district shall include an annual statement of all the RCPK6's receipts and expenditures for the preceding fiscal year.

Administrative Services

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

Plan for Sound Fiscal Management: To ensure effective financial management, RCPK6 works with a back-office service contractor with expertise in finance, facilities, business management, and administration. At all times RCPK6 retains final authority and control over these functions. RCPK6 is currently working with EdTec, Inc., which provides business, financial, and technology services for over 35 charter campuses.

The Business Manager and the Board of RCPK6 oversee the work of the selected business service company, which handles all back-office business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. RCPK6 uses PowerSchool to track attendance and other statistics accurately and efficiently. EdTec assists the school in setting up its attendance accounting systems and ensures that all reporting is submitted accurately and in a timely manner. EdTec helps the assistant Resident and the governing board to create and monitor the annual budget and provides monthly budget and cash flow projections.

Internal Control Objectives: RCPK6 has also developed internal controls and effective practices to ensure sound financial management. Examples of internal controls include separation of duties to prevent embezzlement, adoption of a school conflict of interest policy, rules that all cash and deposits will be accounted for in detail and deposited in the main account, and approval by the board of directors of the check register of recently cut checks at each board meeting. RCPK6 requires a two-week turn-around on payables, one hundred percent compliance with all applicable rules and regulations, and transparency of financial reports to the board.

RCPK6 works with the back office business services company to generate monthly financial reports and annual budgeting that conform to the requirements of the board, district, and county. These monthly reports show budget expenditures, actual expenditures, and the variance between budget and actual, and the end-of-year forecasted surplus or deficit.

Insurance

Richmond Elementary School has purchased and maintains prudent levels of general liability, property, automotive liability, errors and omissions, property, workers compensation, unemployment insurance, and directors and officer's insurance policies for RCPK6, as directed by the Board after consultation with appropriate risk management consultants and insurance carriers.

The Executive Director and RES Board are jointly responsible for any contracted services that will contribute to RCPK6's administration, effective educational program, and the well-being of students and their families. Such services may include independent annual auditing, food provision, program evaluation, and others. Contractors are selected based on their track record at providing these services, positive references, and reasonable pricing. They are chosen by the Board and the Executive Director as appropriate.

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RCPK6 finances and maintains general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. The district is named as an additional insured on all policies of RCPK6.

Facilities

Governing Law: *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)*

RCPK6 will work collegially with WCCUSD to make arrangements for a permanent facility in the Nystrom neighborhood.

Transportation

Except as may be required by an individualized education program (IEP) under the IDEA, RCPK6 will not be responsible for the transportation of pupils to and from school, and it will be responsibility of the parent or guardian of the pupil to provide transportation to the school.

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)*

The School facilitates an annual independent audit of the school's financial affairs. The RES governing board selects and oversees an auditor with education audit experience.

The audit verifies the accuracy of the School's financial statements, attendance and enrollment accounting practices and reviews the school's internal controls. The audit will always be conducted in accordance with generally accepted accounting principles applicable to the school in accordance with the K-12 audit guide as incorporated into the California Code of Regulations. The annual audit will be completed by an independent auditor included on the list of approved educational auditors by the California State Controller within four months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to WCCUSD, the County Superintendent of Schools, the State Controller, and the CDE by December 15 of each year. RES, the school, and the Business manager along with an audit committee will review any audit exceptions or deficiencies and report to the RES Board of Directors with recommendations on how to resolve them. The RES Board will submit a report to WCCUSD describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District.

School Closure Protocol

Governing Law: *A description of the procedures to be used if the charter school closes.*
—California Education Code Section 47605(b)(5)(p)

With the exception of storing of students' permanent records, which will be maintained by WCCUSD, the RES Board of Directors will abide by the following closing procedures stated in Cal. Ed. Code §47605(b)(5)(P), should the school close for any reason. The decision to close Richmond College Prep K-6 Charter either by the RES/Richmond College Prep K-6 Charter Board of Directors or by the WCCUSD Board will be documented in a closure action. The closure action shall be deemed to have been automatically made when any of the following occurs: the charter is revoked or not renewed by the WCCUSD Board of Education; the charter school Board votes to close the school; or the charter lapses. In the event of such a closure action, the following steps are to be implemented:

1. Closure of the school will be documented by official action of the RES 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 Board of Directors will promptly notify parents and students of the Charter School, the District, the County Office of Education, the School's SELPA, the retirement systems in which the 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. Written notification to parents/guardians/caregivers of the enrolled students of the Richmond College Prep K-6 Charter will be issued by Richmond College Prep K-6 Charter within 72 hours after the determination of a closure action. A sample copy of the language used in the written notification is also to be made to WCCUSD within the same time frame.

- a. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.
- b. The process for transferring student records to the receiving schools shall be in accordance with WCCUSD procedures for students moving from one school to another.
- c. Parents/guardians will also be provided with student information that includes closure notice, grade reports, discipline records, immunization records, completed coursework and credits that meet graduation requirements.

The RES 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.

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2. Written notification to WCCUSD of the list of returning students and their home schools, to be made within 72 hours of the determination of the closure action.

3. Transfer of student records to the receiving schools, within seven calendar days from the determination of an action to close when parents notify Richmond College Prep K-6 Charter of the receiving school. Records of students who have not notified Richmond College Prep K-6 Charter in writing of a receiving school will be sent to the student's school of residence.

All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Richmond College Prep K-6 Charter will ask the District to store original records of the Richmond College Prep K-6 Charter students. All records of the Richmond College Prep K-6 Charter shall be transferred to the District upon closure if the District agrees. If the District will not or cannot store the records, Richmond College Prep K-6 Charter 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 and maintained in accordance with applicable law.

4. Written notification to the California Department of Education and the Los Angeles County Office of Education of the closure action shall be made by the Richmond College Prep K-6 Charter by registered mail within 72 hours of the decision to Closure Action.

5. The Richmond College Prep K-6 Charter shall allow WCCUSD access, inspection and copying of all school records, including financial and attendance records, upon written request by WCCUSD.

6. A financial closeout audit of the school will be paid for by Richmond College Prep K-6 Charter to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets. The final independent audit shall be completed within six months after the closure of the school. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. 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.

Any liability or debt incurred by Richmond College Prep K-6 Charter will be the responsibility of Richmond College Prep K-6 Charter and not WCCUSD. Richmond College Prep K-6 Charter understands and acknowledges that the Charter School will cover the outstanding debts or liabilities of Richmond College Prep K-6 Charter School. On closure of the school, all assets of the school, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the school, remain the sole

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property of Richmond College Prep K-6 Charter and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the nonprofit public benefit corporation. Any assets acquired from the District or District property will be promptly returned upon 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.

As Richmond College Prep K-6 Charter is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of Richmond College Prep K-6 Charter, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget, Richmond College Prep K-6 Charter will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Richmond College Prep K-6 Charter understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA, and other categorical funds will be returned to the source of funds.

7. For six calendar months from the closure action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Richmond College Prep K-6 Charter Board will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.

8. The Richmond College Prep K-6 Charter Board shall adopt a plan for windup of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

9. In addition to a final audit, Richmond College Prep K-6 Charter will also submit any required year-end financial reports to the California Department of Education and WCCUSD, in the form and time frame required.

10. If the charter school is a nonprofit corporation, the corporation does not have any other functions than operation of the charter school, the corporation will determine whether it should be dissolved according to its bylaws.

a. The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.

Element 10 shall survive the revocation, expiration, termination, or cancellation of this charter or any other act or event that would end Richmond College Prep K-6 Charter's right to operate as a charter school or cause Richmond College Prep K-6 Charter to cease operation. Richmond College Prep K-6 Charter and District agree that, due to the nature of the property and activities that are the

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subject of this petition, the District and public shall suffer irreparable harm should charter school breach any obligation under this Element 10. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 10 or any provision of this Element 10 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Impact on the Charter Authorizer

Governing Law: The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be utilized by the school, the manner in which administrative services of the school are to be provided, and potential civil liability effects, if any, upon the school and upon the school district. (Education Code Section 47605(g)).

Richmond College Prep K-6 Charter agrees to permit the district to inspect and receive copies of all records relating to the operation of the school, including financial, personnel, and pupil records. RCPK6 shall promptly comply with all such reasonable written requests. The records of the School are public records under shall comply with the California Public Records Act.

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

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a nonprofit 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.

The corporate bylaws of the Charter School shall provide for indemnification of the School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks. Insurance amounts are 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 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.

Miscellaneous Provisions

Notices

All notices required or permitted by this petition shall be in writing and shall be either hand delivered, sent by facsimile, sent by US mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, or on the date set forth on the receipt of a facsimile, or upon the earlier of either the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Wendell C. Greer
Associate Superintendent, K-Adult Operations

Agenda Item: F.2

Subject: Memoranda of Understanding (MOUs) for Aspire Richmond Technology Academy Elementary and Aspire Richmond California College Preparatory Academy.

Background Information:

- A. On September 5, 2014 the Aspire Charter Management Organization submitted two charter petitions to open Elementary and Middle through High School programs in the District.
- B. On October 1, 2014 the Board held a hearing to gauge the level of support for the charters, and to hear pertinent details about the petitions provided by the Charter School representatives.
- C. On December 3, 2014 the Board made a decision to approve both charters, and directed staff to secure Operational Memoranda of Understanding.

Recommendation: Board approval of the Memorandum of Understanding.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
ASPIRE PUBLIC SCHOOLS, INC.
ON BEHALF OF
ASPIRE RICHMOND TECHNOLOGY ACADEMY**

This Operational Memorandum of Understanding ("Agreement") is entered into as of January 21, 2015 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Aspire Public Schools, Inc. a non-profit public benefit corporation ("Non-Profit") operating Aspire Richmond Technology Academy ("Charter School"), a public charter school authorized by the District. The Charter School, Non-Profit and the District shall be collectively referred to herein as the "Parties." This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS:

- A. The District is the authorizing agency of the Charter School. The District granted the Charter School's charter on December 3, 2014, for a term of five years, beginning on July 1, 2015 and expiring June 30, 2020 ("Charter").
- B. Aspire Public Schools is a California non-profit public benefit corporation that operates Aspire Richmond California Technology Academy, a public charter school existing under the laws of the State of California and under the chartering authority of the District.
- C. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and the Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and the Non-Profit being the same under this Agreement.
- 2. **Term and Renewal.** This Agreement shall commence on the Effective Date and end on June 30, 2020. The agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law.

3. **Designation of School.** The Charter School shall be known as Aspire Richmond Technology Academy. The Charter School may not change its name, nor operate under any other name, without prior written notification to the District. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than one school site without the prior express written approval of the District.

4. **Documentation Required by this Agreement.**

(a) No later than June 30, 2015, the Charter School shall provide the District copies of the following documents. To the extent these documents have already been provided to the District for the 2015-16 School Year, the documents shall be deemed submitted to the District:

- (1) Updated curriculum and educational plan for each grade level;
- (2) The Charter School's grading policies;
- (3) Contact information for all Charter School administrators;
- (4) The Charter School's organizational chart;
- (5) A roster and biographies for current governing board members;
- (6) Verification of Brown Act training for administration and governing board as required by section 18 (a) of this Agreement;
- (7) Proof of the Non-Profit's status as a non-profit corporation;
- (8) Copy of the Non-Profit's articles of incorporation and bylaws;
- (9) Copy of the Charter School's health, safety and emergency plan (and verification of staff emergency, health & safety training);
- (10) Copy of the Charter School's parent/student handbook;
- (11) If applicable, copies of any notices provided to parents in advance of school opening;
- (12) Copies of the employee handbook;
- (13) Estimated enrollment and proof of appropriate and legally sufficient student-teacher ratios;
- (14) If the Charter School will not be occupying District facilities, a copy of any agreement for the Charter School's facility and proof of that facility's compliance with the Field Act and/or the California Building Standards Code, as adopted and enforced by the local building enforcement agency, as well as all applicable health, fire, zoning and occupancy requirements.

(b) **Teacher Documentation.** In addition to the foregoing, by October 15, 2015, the Charter School shall provide a copy of each certificated staff member's teacher certification, and a list of all the classes each certificated staff member is instructing.

(c) **Enrollment Documentation.** In addition to the foregoing, the Charter School shall also provide a list of the names and addresses of students enrolled and the school district of residence for each student within thirty (30) school days after the beginning of the Charter School's school year. Thereafter, the same information shall be

provided to the school district once per quarter during the Charter School's school year, by the 10th day of each third month.

(d) Charter School Policies. In addition to the foregoing, by no later than July 15, 2015, the Charter School shall provide the District with a complete set of all policies and procedures adopted by Non-Profit and Charter School including but not limited to policies and procedures governing the following:

- (1) Discipline/suspension (including special education discipline);
- (2) Health and safety (including but not limited to the administration of medication and emergency response);
- (3) Sexual harassment;
- (4) Mandated reporting in regards to child abuse and neglect;
- (5) Student free speech and expression as required by Education Code section 48907;
- (6) Conflicts of interest;
- (7) Complaint procedures;
- (8) Special education; and
- (9) Section 504.

All of the above listed policies shall be collectively referred to as the "Policies" and must be submitted by July 15, 2015. Submission of the Policies shall be a necessary precondition to Charter School's commencement of operations. After July 15, 2015, should Non-Profit or Charter School modify or repeal any existing Policy or adopt a new Policy (collectively known as "Changed Policies"), notification of such Changed Policies along with copies of the Changed Policies shall be submitted to District within five (5) working days from the official enactment of the Changed Policies.

(e) Tutoring and Intervention Programs and Staffing. By August 1, 2015, Charter School shall submit to the District a description for each of the Charter School's before and after school programs, intersession programs, summer school programs, and other tutoring and intervention programs (which collectively shall be known as the "Tutoring and Intervention Programs"), as applicable. Such program description shall address: (i) when and where each of the Tutoring and Intervention Programs is to take place; (ii) the nature and scope of each of the Tutoring and Intervention Programs; and (iii) the training and qualifications required of staff providing each of the Tutoring and Intervention Programs. Submission of the program descriptions for each of the Charter School's Tutoring and Intervention Programs shall be a necessary precondition to Charter School's commencement of operations.

5. **Programmatic Audit.** The Charter School will compile and provide to the District an annual performance audit. Each school year's performance audit will be delivered in final written form to the District Superintendent by Dec 1 of each regular school year. The audit will, at a minimum, include the following data:

- (a) Summary data from an annual parent and student satisfaction survey.

(b) Data regarding the number of staff working at the Charter School and their qualifications.

(c) A summary of any major changes to written school policies during the year.

(d) Information demonstrating whether the Charter School implemented the means set out in the Charter or this Agreement to achieve a racially and ethnically balanced student population.

(e) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

(f) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms.

(g) A report on student discipline, including the number of students suspended or expelled from the Charter School; and

(h) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

6. School Accountability.

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's initial draft of its Local Control and Accountability Plan ("LCAP") shall be provided to the District by July 1, 2015, and on or before July 1 annually thereafter, unless a different date is established by law. Discussion in the LCAP report shall include descriptions for all numerically significant pupil subgroups identified in Education Code section 52052, including foster youth and English learners. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Transitional Accountability and Testing Plan. The Parties hereby agree that while California's new statewide accountability and assessment system, known as the California Assessment of Student Performance and Progress ("CAASPP"), may not be fully implemented until after the 2015-2016 school year, charter schools are nonetheless accountable for pupil outcomes identified in their approved charters. Therefore, the Charter School will develop and present to the District, by July 1, 2015, a transitional assessment and accountability plan that will be in place until CAASPP is fully implemented.

7. Funding.

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this Agreement require revision based upon change in law or regulation, the Parties shall meet without delay to cooperatively revise the Agreement to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code section 42238.02, as implemented by Education Code section 42238.03. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651(a)(1). The District shall comply with Education Code section 47635 in providing the Charter School with funding in lieu of property taxes. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of new grants and/or categorical funding only at the request of and for the benefit of the Charter School, the District will receive one and a half percent (1.5%) of such fund or as otherwise set by the particular grant received. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 10(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all applicable regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications. Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's charter and any authorized amendments. The Charter School will provide the District with written quarterly notice when the Charter School withdraws funds deposited by the Contra Costa County Superintendent of Schools for the account of the Charter

School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in conformance with District or county procedures. Any of the aforementioned procedures in this section must be provided to the Charter School in writing.

(e) Fees. Consistent with state law, the Charter School shall not impose any student fees, charges, or deposits for curricular, extracurricular, credit, or non-credit educational activities that are part of the Charter School's educational program. Any community college or internet based classes, taken by students as a pre-requisite to graduation, shall be paid in-full by the Charter School. To the extent the Charter School requires students to take college entrance exams and submit college applications as a requirement for graduation, the Charter School shall pay all associated fees, charges, and deposits in full, should a complete waiver of fees not be available to the students.

8. **Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School, if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code sections 47604.32 and 47605(m). The Charter School and the Non-Profit may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and the Non-Profit, and are not the responsibility of the District.

9. **Complaints.** Complaints filed with the Charter School shall be handled in accordance with the Charter School's internal complaint procedures. If the District receives any complaints regarding internal matters of the Charter School, the District shall immediately forward such complaints to the Charter School. Copies of written complaints against the Charter School, filed with any governmental entity other than the District, must be provided to the District within five (5) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to

provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

10. Fiscal Relationship.

(a) Responsibility for Fiscal Functions. The District shall not act as fiscal agent for the Charter School. Except otherwise expressly set forth in this Agreement, the Charter School shall be responsible for all of its fiscal operations, including but not limited to such functions as payroll, purchase orders, attendance reporting and state budget forms.

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that, for the 2015-16 school year, the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subdivision (a) 42238.02, and 42238.03. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate written agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

"Supervisory Oversight" as used in the Education Code section 47613 is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Ensuring that the Charter School complies with all reports required of charter schools by law.

- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Oversight Fees. Although calculated on an annual basis, the District shall withhold the Oversight Fee on a monthly basis from the Charter School's in lieu property tax disbursement, paid by the District pursuant to Education Code section 47635. The amount withheld for the Oversight Fee shall be estimated based upon prior year oversight fees, and divided into equal monthly payments. The estimated and the actual cost calculations will be reconciled by the District once the final data is determined. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fee due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year with reconciliation to happen at that time.

In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in this Agreement. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

(d) Distribution of Assets Upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

11. **Fiscal Controls.**

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with amounts specified in the annual budget adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and

- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 11(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Code of Regulations sections defining charter school average daily attendance, and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School will conduct an annual audit. A copy of the audit report shall be submitted to the District by December 15. A copy of the auditor's findings will then be forwarded to the District, Contra County Office of Education (CCOE), the State Controller's Office, and the California Department of Education (CDE) by December 15 of the pending year.

(d) Financial Reports. In addition to the foregoing requirements, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- (1) On or before July 1, 2015, and by July 1 each year thereafter, an adopted preliminary budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

(e) Voter Approved Measures. The Parties acknowledge that the matter of California Charter Schools Assoc. v. WCCUSD (Contra Costa County Superior Ct., Case No. MSC14-00901) is being litigated, which addresses the rights of the Parties with respect to

parcel tax revenues. Nothing in this provision shall prohibit the parties from entering into an agreement concerning parcel tax revenue.

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Non-Profit and shall be the sole responsibility of the Non-Profit. The District will have no obligation with respect to any loans received by the Non-Profit to finance its operations, and any such loan shall be the sole responsibility of the Non-Profit. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall notify the District, in writing, no later than thirty (30) days prior to entering into any loan debt or line of credit, where the total sum of loan debt or line of credit by the Non-Profit becomes greater than \$250,000 in the aggregate.

(g) Advance of Funds. The District may, in its sole discretion, advance funds to the Charter School. In addition, the District may, in its sole discretion, provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of Charter School and its successful operation. Accordingly, Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

(i) Third Party Debts and Liabilities. [Reserved]

(j) Banking Arrangements. The Non-Profit will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a quarterly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 11(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice annually by the Non-Profit's designee who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. With respect to all purchases of services or physical assets over five thousand dollars (\$5,000), the Charter School must maintain documentation for a five (5) year period of a good faith effort to secure the lowest possible cost for comparable goods or services. Charter School's governing board shall follow its adopted fiscal control policies and procedures regarding purchase orders and check requests.

(l) Property Inventory. The Charter School shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than five thousand dollars (\$5000). This inventory shall include the original purchase

price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be physically inventoried every two years and lists of any missing property shall be maintained in the organizations home office and presented to the Charter School's governing board as requested. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(n) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters. Updated fiscal policies of the Charter School shall be provided to the District annually.

12. Reporting to the District.

(a) Enrollment.

1. Initial Enrollment Reporting. No later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide the District with anticipated enrollment plans for the 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020 academic school years. These enrollment plans shall include the Charter School's anticipated grade level offerings, the estimated number of students to be enrolled per grade level, and the estimated number of total students enrolled in the Charter School. Additionally, the Charter School shall provide the District with a date for the commencement of the 2015-2016 academic school year.

2. Annual Enrollment Reporting. On an annual basis, and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. By July 1, the Charter School shall also provide a list of students meaningfully interested in enrolling in the Charter School the following school year (including their name, residential address, telephone number, and the district of residence for each student). The Charter School recognizes that this information is critical to District planning for the next year.

3. Bi-Monthly Enrollment Reporting. No later than the 10th calendar day of every third month the Charter School will provide to the school district

every quarter during the Charter School's school year, a copy of its student enrollment list for the prior month, including the name, residential address, residential telephone number, and school district of residence for each student as detailed in Item 4 (b) of this agreement

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of specifically requested reports or other documents that the Charter School submits to any state or other public agency in the State of California.

(c) Notification to District Regarding Governing Body Composition. The District shall be provided with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by August 1 of each year the school calendar and bell schedule for the upcoming school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt.

(g) Student Records. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

13A. Special Education and Related Services; English Learners; Transitional Kindergarten.

(a) Provision of Special Education and Related Services. Pursuant to Education Code section 47641, the Non-Profit has elected to participate as an independent Local Educational Agency ("LEA") for Special Education services. When

the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

In recognition of the Charter School's use of El Dorado County for Special education services, the District will not assess a Special Education Encroachment Fee. The Non-Profit will provide to the District a copy of the agreement between the Non-Profit and El Dorado County (or other third party SELPA). The Non-Profit must notify the District of any changes to or termination of its SELPA agreement. The Non-Profit must be a part of a SELPA at all times.

(b) English Learners & Section 504. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act, including all associated funding and implementation. The Charter School will annually administer the California English Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all applicable state and federal requirements regarding testing and reporting for English Learners.

(c) Transitional Kindergarten. The Charter School shall operate a transitional kindergarten program, whereby eligible transitional kindergarten students will be included in the traditional kindergarten lottery. The Charter School will have the option to maintain a transitional kindergarten/ traditional kindergarten combined classroom or a classroom with solely transitional kindergarten students, if enough students qualify. The Charter School shall provide the District with an account of the number of students enrolled in transitional kindergarten and the number of students enrolled in traditional kindergarten no later than thirty (30) days prior to the commencement of the 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years.

13B. Student Recruitment.

(a) Racial and Ethnic Diversity. Pursuant to Education Code section 47605 subdivision (b)(5)(G), no later than March 1, 2015, the Charter School shall provide the District with a comprehensive recruitment plan detailing 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, as well as the Richmond community.

(b) Special Education. No later than March 1, 2015, the Charter School shall provide the District with a comprehensive recruitment plan detailing the means by which the Charter School will recruit students with disabilities, such that the number of students with disabilities enrolled in the Charter School is reflective of the general population

residing within the territorial jurisdiction of the District. The Charter School shall include recruitment of students requiring mild, moderate, and severe intervention.

14. Human Resources Management.

(a) Charter School Exclusive Employer. The Non-Profit is the exclusive public school employer of all employees of the Charter School for the purposes of the Educational Employment Relations Act. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for all employment-related decisions including, but not limited to, hiring, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code sections 44237 and 45125.1. The Charter School will provide to the District, upon request, certification that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal No Child Left Behind Act ("NCLB").

15. Insurance and Risk Management. The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 15, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 15(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 15 shall include the following:

(1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to West Contra Costa Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) calendar days after the date of mailing such notice.";

(2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 15(a)(1) will be sent, and length of notice period; and

(3) A statement that the District and its officers, employees and agents are named as additional insureds under the policy and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The Charter School shall provide the District with an additional insured endorsement, naming the District and its Governing Board as additional insureds, for each insurance policy held by the Charter School. A certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.

(c) General Liability Insurance. The Charter School shall purchase general liability insurance in the amount of two million dollars (\$2,000,000) providing coverage for a claims-made basis that, among other things addresses negligence, errors and omissions, educators legal liability, abuse and molestation, and crime, of the Charter School, its Board, officers, agents, employees or students. The deductible per occurrence for said insurance shall not exceed five thousand dollars (\$5,000) for any and all losses resulting from negligence, errors and omissions of the Charter School, its Board, officers, agents, employees or students. The Charter School will also have an employment practices liability.

(d) Property Insurance. To the extent the Charter School is located in a District facility, the Charter School must also secure property insurance as outlined in the Facilities Use Agreement between the Charter School and the District. In addition, if the Charter School is located in a District facility, the Charter School shall secure and maintain content property insurance for the Charter School's property with a minimum policy limit of eighty percent (80%) of the value of the Charter School's property, pending review of District's Facilities Use Agreement.

(e) **Bond.** The Charter School shall purchase and hold fidelity bond coverage to cover all school employees.

16. **Facilities.** In the event the Charter School will occupy District facilities, the Parties shall separately enter into a Facilities Use Agreement, setting forth all terms and provisions of such use.

17. **Indemnification.** The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "District Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the District Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the Charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the District Indemnified Parties.

The District shall indemnify, defend, and hold harmless the Charter School, its officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Charter School Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the Charter School Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the District's performance under the Charter or this Agreement, including, but not limited to, any acts or errors or omissions by the District, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the Charter School Indemnified Parties.

18. **Compliance with Law Applicable to Public Agencies.** The Charter School agrees to comply with applicable federal or state laws (which may be amended from time to time), including, but not limited to the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*) as stated below in Section (b);
- The Political Reform Act (Gov. Code, §§ 87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);

- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") (Cal. Gov. Code, §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§ 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- Education Code section 220;
- The Uniform Complaint Procedure (5 Cal.Code Regs., tit. 5, §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§ 1232g *et seq.*);
- Local Control Funding Formula (California Assembly Bill 97); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 *et seq.*) as amended by the No Child Left Behind Act of 2001 ("NCLB") (20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with key terms of the Brown Act and shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. The Charter School will provide Brown Act training to members of its governing board, administrative staff, and any other staff deemed appropriate by the Charter School, whenever any substantive change is made to the Brown Act, and/or a new governing board member is elected or appointed. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a single representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604(b). Upon request, the Charter School agrees to provide to the District's designee, a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*) as well as Education Code section 47604.3.

19. **Participation in Special Programs and Services; Transportation.**

(a) Sports and Other Activities; Student Insurance. In the event that the Charter School wishes to have its students or staff participate in a program or service offered by the District other than those specified by this Agreement, advance approval and arrangements must be made and confirmed in writing, and expenses for such participation may be charged to the Charter School. The District has sole discretion whether to allow the Charter School to participate in such District programs or services, including California Interscholastic Federation activities. Charter School participation in California Interscholastic Federation ("CIF") activities and sports are subject to the rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

(b) Transportation. Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

20. **Health and Safety.** The Charter School agrees to provide a higher standard of care and thus shall be responsible for ensuring the provision of health and nursing services to satisfy the health needs of the students who enroll in the Charter School as required by applicable laws. No later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide a comprehensive description of its policies regarding the administration of medicine to students.

21. **Revisions to Charter.** Changes to the Charter deemed to be material revisions in accordance with Education Code section 47607(a) may not be made without District Board consideration and approval. Revisions to the Charter considered to be material revisions include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 15 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;
- (f) Admission preferences, unless necessary to comply with applicable state and/or federal law, regulations, or guidance governing the Public Charter Schools Grant Program or Charter School Facilities Grant Program;
- (g) Governance structure; and

22. **Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

- (a) The duly authorized representative of Charter School is the Chief Executive Officer, or designee.
- (b) The duly authorized representative of the District is the Superintendent or any designee thereof.

In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

23. **Pending Litigation** The Parties acknowledge the pending litigation matter styled *Aspire Public Schools, Inc. v. West Contra Costa Unified School District, et. al.*, Contra Costa County Superior Court No. C14-02102. In the litigation matter, Petitioner Aspire Public Schools, Inc. contends that Respondent West Contra Costa Unified School District has failed to take timely action on two charter petitions seeking the granting of charter schools and seeks injunctive and declaratory relief requiring the District to immediately approve without conditions or deny the Aspire charter petitions. The Parties agree and acknowledge that on December 3, 2014, West Contra Costa Unified School District granted both Aspire petitions without conditions. In consideration of the promises and agreements herein, the Parties agree to the following provisions to resolve the pending litigation matter and effectuate this Memorandum of Understanding. West Contra Costa Unified School District agrees that it will fulfill its obligation as the charter school authorizer and take any and all steps necessary, or required, to recognize the approval and right to operate both charter schools approved on December 3, 2014. In addition, the District agrees that it will not initiate charter revocation proceedings for Aspire College Prep or Aspire Technology Academy prior to September 30, 2015 and further agrees that, after September 30, 2015, it will initiate charter revocation proceedings, if any, for Aspire College Prep or Aspire Technology Academy only founded on substantial evidence based upon said charter schools' operations, policies or practices consistent with the Education Code and State Board of Education regulations. In consideration of the preceding obligations agreed to by West Contra Costa Unified School District, Aspire Public Schools, Inc. acknowledges and agrees that it will dismiss with prejudice the above-described litigation within five (5) business days following the ratification and approval of this MOU by the Board of the District and the Board of Aspire. The Parties jointly agree and acknowledge that the resolution of the pending litigation matter and the execution of this Memorandum of Understanding shall not be construed as an admission of liability on the part of any party but rather as a compromise of disputed claims. The Parties further jointly agree and acknowledge that each party to the above-described litigation shall bear its own attorneys' fees and costs arising from the litigation and in connection with this agreement.

24. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement, other than disputes arising out of Paragraph 23, Pending Litigation, shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Charter School's Chief Executive Officer or designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's Chief Executive Officer or designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves. All timelines and procedures in this section 23 may be revised upon mutual written agreement of the District and the Charter School.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

25. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

26. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Contra Costa County, California.

27. Governing Law and Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement supercede the terms of the Charter. However, if there are inconsistent terms between this

Agreement and the Charter, the Parties will meet and confer on making them consistent. The violation of this Agreement, only, may not serve as a basis for the District's revocation of the Charter. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

28. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at: West Contra Costa Unified School District
1108 Bissell Avenue, Room 100
Richmond, California 94801
Attn: Dr. Bruce Harter, Superintendent

To the Charter School at: Aspire Public Schools:
1001 22nd Avenue
Oakland, CA 94606
Attn: Kimi Kean

29. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: _____
Kimi Kean, Bay Area Superintendent
Aspire Public Schools, Inc.

Dated: _____
Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

Approved and ratified this _____ by the Board of Education of the West Contra Costa Unified School District by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

Certification by the Superintendent:

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
ASPIRE PUBLIC SCHOOLS, INC.
ON BEHALF OF
ASPIRE RICHMOND CALIFORNIA COLLEGE PREPARATORY ACADEMY**

This Operational Memorandum of Understanding ("Agreement") is entered into as of January 21, 2015 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Aspire Public Schools, Inc. a non-profit public benefit corporation ("Non-Profit") operating Aspire Richmond California College Preparatory Academy ("Charter School"), a public charter school authorized by the District. The Charter School, Non-Profit and the District shall be collectively referred to herein as the "Parties." This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS:

- A. The District is the authorizing agency of the Charter School. The District granted the Charter School's charter on December 3, 2014, for a term of five years, beginning on July 1, 2015 and expiring June 30, 2020 ("Charter").
- B. Aspire Public Schools is a California non-profit public benefit corporation that operates Aspire Richmond California College Preparatory Academy, a public charter school existing under the laws of the State of California and under the chartering authority of the District.
- C. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and the Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and the Non-Profit being the same under this Agreement.
- 2. **Term and Renewal.** This Agreement shall commence on the Effective Date and end on June 30, 2020. The agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law.

3. **Designation of School.** The Charter School shall be known as Aspire California College Preparatory Academy. The Charter School may not change its name, nor operate under any other name, without prior written notification to the District. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than one school site without the prior express written approval of the District.

4. **Documentation Required by this Agreement.**

(a) No later than June 30, 2015, the Charter School shall provide the District copies of the following documents. To the extent these documents have already been provided to the District for the 2015-16 School Year, the documents shall be deemed submitted to the District:

- (1) Updated curriculum and educational plan for each grade level;
- (2) The Charter School's grading policies;
- (3) Contact information for all Charter School administrators;
- (4) The Charter School's organizational chart;
- (5) A roster and biographies for current governing board members;
- (6) Verification of Brown Act training for administration and governing board as required by section 18 (a) of this Agreement;
- (7) Proof of the Non-Profit's status as a non-profit corporation;
- (8) Copy of the Non-Profit's articles of incorporation and bylaws;
- (9) Copy of the Charter School's health, safety and emergency plan (and verification of staff emergency, health & safety training);
- (10) Copy of the Charter School's parent/student handbook;
- (11) If applicable, copies of any notices provided to parents in advance of school opening;
- (12) Copies of the employee handbook;
- (13) Estimated enrollment and proof of appropriate and legally sufficient student-teacher ratios;
- (14) If the Charter School will not be occupying District facilities, a copy of any agreement for the Charter School's facility and proof of that facility's compliance with the Field Act and/or the California Building Standards Code, as adopted and enforced by the local building enforcement agency, as well as all applicable health, fire, zoning and occupancy requirements.

(b) **Teacher Documentation.** In addition to the foregoing, by October 15, 2015, the Charter School shall provide a copy of each certificated staff member's teacher certification, and a list of all the classes each certificated staff member is instructing.

(c) **Enrollment Documentation.** In addition to the foregoing, the Charter School shall also provide a list of the names and addresses of students enrolled and the school district of residence for each student within thirty (30) school days after the

beginning of the Charter School's school year. Thereafter, the same information shall be provided to the school district once per quarter during the Charter School's school year, by the 10th day of each third month.

(d) Charter School Policies. In addition to the foregoing, by no later than July 15, 2015, the Charter School shall provide the District with a complete set of all policies and procedures adopted by Non-Profit and Charter School including but not limited to policies and procedures governing the following:

- (1) Discipline/suspension (including special education discipline);
- (2) Health and safety (including but not limited to the administration of medication and emergency response);
- (3) Sexual harassment;
- (4) Mandated reporting in regards to child abuse and neglect;
- (5) Student free speech and expression as required by Education Code section 48907;
- (6) Conflicts of interest;
- (7) Complaint procedures;
- (8) Special education; and
- (9) Section 504.

All of the above listed policies shall be collectively referred to as the "Policies" and must be submitted by July 15, 2015. Submission of the Policies shall be a necessary precondition to Charter School's commencement of operations. After July 15, 2015, should Non-Profit or Charter School modify or repeal any existing Policy or adopt a new Policy (collectively known as "Changed Policies"), notification of such Changed Policies along with copies of the Changed Policies shall be submitted to District within five (5) working days from the official enactment of the Changed Policies.

(e) Tutoring and Intervention Programs and Staffing. By August 1, 2015, Charter School shall submit to the District a description for each of the Charter School's before and after school programs, intersession programs, summer school programs, and other tutoring and intervention programs (which collectively shall be known as the "Tutoring and Intervention Programs"), as applicable. Such program description shall address: (i) when and where each of the Tutoring and Intervention Programs is to take place; (ii) the nature and scope of each of the Tutoring and Intervention Programs; and (iii) the training and qualifications required of staff providing each of the Tutoring and Intervention Programs. Submission of the program descriptions for each of the Charter School's Tutoring and Intervention Programs shall be a necessary precondition to Charter School's commencement of operations.

5. **Programmatic Audit.** The Charter School will compile and provide to the District an annual performance audit. Each school year's performance audit will be delivered in final written form to the District Superintendent by Dec 1 of each regular school year. The audit will, at a minimum, include the following data:

- (a) Summary data from an annual parent and student satisfaction survey.
- (b) Data regarding the number of staff working at the Charter School and their qualifications.
- (c) A summary of any major changes to written school policies during the year.
- (d) Information demonstrating whether the Charter School implemented the means set out in the Charter or this Agreement to achieve a racially and ethnically balanced student population.
- (e) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.
- (f) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms.
- (g) A report on student discipline, including the number of students suspended or expelled from the Charter School; and
- (h) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

6. School Accountability.

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's initial draft of its Local Control and Accountability Plan ("LCAP") shall be provided to the District by July 1, 2015, and on or before July 1 annually thereafter, unless a different date is established by law. Discussion in the LCAP report shall include descriptions for all numerically significant pupil subgroups identified in Education Code section 52052, including foster youth and English learners. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Transitional Accountability and Testing Plan. The Parties hereby agree that while California's new statewide accountability and assessment system, known as the California Assessment of Student Performance and Progress ("CAASPP"), may not be fully implemented until after the 2015-2016 school year, charter schools are nonetheless accountable for pupil outcomes identified in their approved charters. Therefore, the Charter School will develop and present to the District, by July 1, 2015, a transitional assessment and accountability plan that will be in place until CAASPP is fully implemented.

7. Funding.

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this Agreement require revision based upon change in law or regulation, the Parties shall meet without delay to cooperatively revise the Agreement to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code section 42238.02, as implemented by Education Code section 42238.03. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651(a)(1). The District shall comply with Education Code section 47635 in providing the Charter School with funding in lieu of property taxes. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of new grants and/or categorical funding only at the request of and for the benefit of the Charter School, the District will receive one and a half percent (1.5%) of such fund or as otherwise set by the particular grant received. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 10(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all applicable regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications. Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's charter and any authorized amendments. The Charter School will provide the District with written quarterly notice when the Charter School withdraws funds deposited

by the Contra Costa County Superintendent of Schools for the account of the Charter School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in conformance with District or county procedures. Any of the aforementioned procedures in this section must be provided to the Charter School in writing.

(e) Fees. Consistent with state law, the Charter School shall not impose any student fees, charges, or deposits for curricular, extracurricular, credit, or non-credit educational activities that are part of the Charter School's educational program. Any community college or internet based classes, taken by students as a pre-requisite to graduation, shall be paid in-full by the Charter School. To the extent the Charter School requires students to take college entrance exams and submit college applications as a requirement for graduation, the Charter School shall pay all associated fees, charges, and deposits in full, should a complete waiver of fees not be available to the students.

8. **Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School, if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code sections 47604.32 and 47605(m). The Charter School and the Non-Profit may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and the Non-Profit, and are not the responsibility of the District.

9. **Complaints.** Complaints filed with the Charter School shall be handled in accordance with the Charter School's internal complaint procedures. If the District receives any complaints regarding internal matters of the Charter School, the District shall immediately forward such complaints to the Charter School. Copies of written complaints against the Charter School, filed with any governmental entity other than the District, must be provided to the District within five (5) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the

District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

10. Fiscal Relationship.

(a) Responsibility for Fiscal Functions. The District shall not act as fiscal agent for the Charter School. Except otherwise expressly set forth in this Agreement, the Charter School shall be responsible for all of its fiscal operations, including but not limited to such functions as payroll, purchase orders, attendance reporting and state budget forms.

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that, for the 2015-16 school year, the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subdivision (a) 42238.02, and 42238.03. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate written agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

"Supervisory Oversight" as used in the Education Code section 47613 is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Ensuring that the Charter School complies with all reports required of charter schools by law.

- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Oversight Fees. Although calculated on an annual basis, the District shall withhold the Oversight Fee on a monthly basis from the Charter School's in lieu property tax disbursement, paid by the District pursuant to Education Code section 47635. The amount withheld for the Oversight Fee shall be estimated based upon prior year oversight fees, and divided into equal monthly payments. The estimated and the actual cost calculations will be reconciled by the District once the final data is determined. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fee due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year with reconciliation to happen at that time.

In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in this Agreement. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

(d) Distribution of Assets Upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

11. **Fiscal Controls.**

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with amounts specified in the annual budget adopted by the Charter School's governing board;

- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 11(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Code of Regulations sections defining charter school average daily attendance, and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School will conduct an annual audit. A copy of the audit report shall be submitted to the District by December 15. A copy of the auditor's findings will then be forwarded to the District, Contra County Office of Education (CCOE), the State Controller's Office, and the California Department of Education (CDE) by December 15 of the pending year.

(d) Financial Reports. In addition to the foregoing requirements, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- (1) On or before July 1, 2015, and by July 1 each year thereafter, an adopted preliminary budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

(e) Voter Approved Measures. The Parties acknowledge that the matter of California Charter Schools Assoc. v. WCCUSD (Contra Costa County Superior Ct., Case No. MSC14-00901) is being litigated, which addresses the rights of the Parties with respect to parcel tax revenues. Nothing in this provision shall prohibit the parties from entering into an agreement concerning parcel tax revenue.

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Non-Profit and shall be the sole responsibility of the Non-Profit. The District will have no obligation with respect to any loans received by the Non-Profit to finance its operations, and any such loan shall be the sole responsibility of the Non-Profit. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall notify the District, in writing, no later than thirty (30) days prior to entering into any loan debt or line of credit, where the total sum of loan debt or line of credit by the Non-Profit becomes greater than \$250,000 in the aggregate.

(g) Advance of Funds. The District may, in its sole discretion, advance funds to the Charter School. In addition, the District may, in its sole discretion, provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of Charter School and its successful operation. Accordingly, Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

(i) Third Party Debts and Liabilities. [Reserved]

(j) Banking Arrangements. The Non-Profit will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a quarterly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 11(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice annually by the Non-Profit's designee who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. With respect to all purchases of services or physical assets over five thousand dollars (\$5,000), the Charter School must maintain documentation for a five (5) year period of a good faith effort to secure the lowest possible cost for comparable goods or services. Charter School's governing board shall follow its adopted fiscal control policies and procedures regarding purchase orders and check requests.

(l) Property Inventory. The Charter School shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than five thousand dollars (\$5000). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be physically inventoried every two years and lists of any missing property shall be maintained in the organizations home office and presented to the Charter School's governing board as requested. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(n) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters. Updated fiscal policies of the Charter School shall be provided to the District annually.

12. Reporting to the District.

(a) Enrollment.

1. Initial Enrollment Reporting. No later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide the District with anticipated enrollment plans for the 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020 academic school years. These enrollment plans shall include the Charter School's anticipated grade level offerings, the estimated number of students to be enrolled per grade level, and the estimated number of total students enrolled in the Charter School. Additionally, the Charter School shall provide the District with a date for the commencement of the 2015-2016 academic school year.

2. Annual Enrollment Reporting. On an annual basis, and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. By July 1, the Charter School shall also provide a list of students meaningfully interested in enrolling in the Charter School the following school year (including their name, residential address, telephone number, and the district of residence for each student). The Charter School recognizes that this information is critical to District planning for the next year.

3. Bi-Monthly Enrollment Reporting. No later than the 10th calendar day of every third month the Charter School will provide to the school district every quarter during the Charter School's school year, a copy of its student enrollment list for the prior month, including the name, residential address, residential telephone number, and school district of residence for each student as detailed in Item 4 (b) of this agreement

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of specifically requested reports or other documents that the Charter School submits to any state or other public agency in the State of California.

(c) Notification to District Regarding Governing Body Composition. The District shall be provided with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by August 1 of each year the school calendar and bell schedule for the upcoming school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt.

(g) Student Records. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

13A. Special Education and Related Services; English Learners.

(a) Provision of Special Education and Related Services. Pursuant to Education Code section 47641, the Non-Profit has elected to participate as an independent Local Educational Agency ("LEA") for Special Education services. When the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

In recognition of the Charter School's use of El Dorado County for Special education services, the District will not assess a Special Education Encroachment Fee. The Non-Profit will provide to the District a copy of the agreement between the Non-Profit and El Dorado County (or other third party SELPA). The Non-Profit must notify the District of any changes to or termination of its SELPA agreement. The Non-Profit must be a part of a SELPA at all times.

(b) English Learners & Section 504. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act, including all associated funding and implementation. The Charter School will annually administer the California English Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all applicable state and federal requirements regarding testing and reporting for English Learners.

13B. Student Recruitment.

(a) Racial and Ethnic Diversity. Pursuant to Education Code section 47605 subdivision (b)(5)(G), no later than March 1, 2015, the Charter School shall provide the District with a comprehensive recruitment plan detailing 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, as well as the Richmond community.

(b) Special Education. No later than March 1, 2015, the Charter School shall provide the District with a comprehensive recruitment plan detailing the means by which the Charter School will recruit students with disabilities, such that the number of students with disabilities enrolled in the Charter School is reflective of the general population residing within the territorial jurisdiction of the District. The Charter School shall include recruitment of students requiring mild, moderate, and severe intervention.

14. Human Resources Management.

(a) Charter School Exclusive Employer. The Non-Profit is the exclusive public school employer of all employees of the Charter School for the purposes of the

Educational Employment Relations Act. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for all employment-related decisions including, but not limited to, hiring, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code sections 44237 and 45125.1. The Charter School will provide to the District, upon request, certification that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal No Child Left Behind Act ("NCLB").

15. Insurance and Risk Management. The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 15, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 15(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 15 shall include the following:

(1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to West Contra Costa Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) calendar days after the date of mailing such notice.";

(2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 15(a)(1) will be sent, and length of notice period; and

(3) A statement that the District and its officers, employees and agents are named as additional insureds under the policy and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The Charter School shall provide the District with an additional insured endorsement, naming the District and its Governing Board as additional insureds, for each insurance policy held by the Charter School. A certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.

(c) General Liability Insurance. The Charter School shall purchase general liability insurance in the amount of two million dollars (\$2,000,000) providing coverage for a claims-made basis that, among other things addresses negligence, errors and omissions, educators legal liability, abuse and molestation, and crime, of the Charter School, its Board, officers, agents, employees or students. The deductible per occurrence for said insurance shall not exceed five thousand dollars (\$5,000) for any and all losses resulting from negligence, errors and omissions of the Charter School, its Board, officers, agents, employees or students. The Charter School will also have an employment practices liability.

(d) Property Insurance. To the extent the Charter School is located in a District facility, the Charter School must also secure property insurance as outlined in the Facilities Use Agreement between the Charter School and the District. In addition, if the Charter School is located in a District facility, the Charter School shall secure and maintain content property insurance for the Charter School's property with a minimum policy limit of eighty percent (80%) of the value of the Charter School's property, pending review of District's Facilities Use Agreement.

(e) Bond. The Charter School shall purchase and hold fidelity bond coverage to cover all school employees.

16. **Facilities.** In the event the Charter School will occupy District facilities, the Parties shall separately enter into a Facilities Use Agreement, setting forth all terms and provisions of such use.

17. **Indemnification.** The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, employees, agents, representatives,

volunteers, successors and assigns (collectively hereinafter the "District Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the District Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the Charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the District Indemnified Parties.

The District shall indemnify, defend, and hold harmless the Charter School, its officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Charter School Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the Charter School Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the District's performance under the Charter or this Agreement, including, but not limited to, any acts or errors or omissions by the District, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the Charter School Indemnified Parties.

18. Compliance with Law Applicable to Public Agencies. The Charter School agrees to comply with applicable federal or state laws (which may be amended from time to time), including, but not limited to the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*) as stated below in Section (b);
- The Political Reform Act (Gov. Code, §§ 87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") (Cal. Gov. Code, §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§ 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- Education Code section 220;

- The Uniform Complaint Procedure (5 Cal.Code Regs., tit. 5, §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g *et seq.*);
- Local Control Funding Formula (California Assembly Bill 97); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 *et seq.*) as amended by the No Child Left Behind Act of 2001 (“NCLB”) (20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with key terms of the Brown Act and shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. The Charter School will provide Brown Act training to members of its governing board, administrative staff, and any other staff deemed appropriate by the Charter School, whenever any substantive change is made to the Brown Act, and/or a new governing board member is elected or appointed. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a single representative to the Charter School’s governing board in accordance with the provisions of Education Code section 47604(b). Upon request, the Charter School agrees to provide to the District’s designee, a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*) as well as Education Code section 47604.3.

19. Participation in Special Programs and Services; Transportation.

(a) Sports and Other Activities; Student Insurance. In the event that the Charter School wishes to have its students or staff participate in a program or service offered by the District other than those specified by this Agreement, advance approval and arrangements must be made and confirmed in writing, and expenses for such participation may be charged to the Charter School. The District has sole discretion whether to allow the Charter School to participate in such District programs or services, including California Interscholastic Federation activities. Charter School participation in California Interscholastic Federation (“CIF”) activities and sports are subject to the rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

(b) Transportation. Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

20. **Health and Safety.** The Charter School agrees to provide a higher standard of care and thus shall be responsible for ensuring the provision of health and nursing services to satisfy the health needs of the students who enroll in the Charter School as required by applicable laws. No later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide a comprehensive description of its policies regarding the administration of medicine to students.

21. **Revisions to Charter.** Changes to the Charter deemed to be material revisions in accordance with Education Code section 47607(a) may not be made without District Board consideration and approval. Revisions to the Charter considered to be material revisions include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 15 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;
- (f) Admission preferences, unless necessary to comply with applicable state and/or federal law, regulations, or guidance governing the Public Charter Schools Grant Program or Charter School Facilities Grant Program;
- (g) Governance structure; and

22. **Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

- (a) The duly authorized representative of Charter School is the Chief Executive Officer, or designee.
- (b) The duly authorized representative of the District is the Superintendent or any designee thereof.

In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

23. Pending Litigation The Parties acknowledge the pending litigation matter styled *Aspire Public Schools, Inc. v. West Contra Costa Unified School District, et. al.*, Contra Costa County Superior Court No. C14-02102. In the litigation matter, Petitioner Aspire Public Schools, Inc. contends that Respondent West Contra Costa Unified School District has failed to take timely action on two charter petitions seeking the granting of charter schools and seeks injunctive and declaratory relief requiring the District to immediately approve without conditions or deny the Aspire charter petitions. The Parties agree and acknowledge that on December 3, 2014, West Contra Costa Unified School District granted both Aspire petitions without conditions. In consideration of the promises and agreements herein, the Parties agree to the following provisions to resolve the pending litigation matter and effectuate this Memorandum of Understanding. West Contra Costa Unified School District agrees that it will fulfill its obligation as the charter school authorizer and take any and all steps necessary, or required, to recognize the approval and right to operate both charter schools approved on December 3, 2014. In addition, the District agrees that it will not initiate charter revocation proceedings for Aspire College Prep or Aspire Technology Academy prior to September 30, 2015 and further agrees that, after September 30, 2015, it will initiate charter revocation proceedings, if any, for Aspire College Prep or Aspire Technology Academy only founded on substantial evidence based upon said charter schools' operations, policies or practices consistent with the Education Code and State Board of Education regulations. In consideration of the preceding obligations agreed to by West Contra Costa Unified School District, Aspire Public Schools, Inc. acknowledges and agrees that it will dismiss with prejudice the above-described litigation within five (5) business days following the ratification and approval of this MOU by the Board of the District and the Board of Aspire. The Parties jointly agree and acknowledge that the resolution of the pending litigation matter and the execution of this Memorandum of Understanding shall not be construed as an admission of liability on the part of any party but rather as a compromise of disputed claims. The Parties further jointly agree and acknowledge that each party to the above-described litigation shall bear its own attorneys' fees and costs arising from the litigation and in connection with this agreement.

24. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement, other than disputes arising out of Paragraph 23, Pending Litigation, shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Charter School's Chief Executive Officer or designee shall meet

with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's Chief Executive Officer or designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves. All timelines and procedures in this section 23 may be revised upon mutual written agreement of the District and the Charter School.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

25. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

26. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Contra Costa County, California.

27. **Governing Law and Authority.** In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement supercede the terms of the Charter. However, if there are inconsistent terms between this Agreement and the Charter, the Parties will meet and confer on making them consistent. The violation of this Agreement, only, may not serve as a basis for the District's revocation of the Charter. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

28. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at:

West Contra Costa Unified School District
1108 Bissell Avenue, Room 100
Richmond, California 94801
Attn: Dr. Bruce Harter, Superintendent

To the Charter School at:

Aspire Public Schools:
1001 22nd Avenue
Oakland, CA 94606
Attn: Kimi Kean

29. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: _____

Kimi Kean, Bay Area Superintendent
Aspire Public Schools, Inc.

Dated: _____

Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

Approved and ratified this _____ by the Board of Education of the
West Contra Costa Unified School District by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Certification by the Superintendent:

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Wendell C. Greer
Associate Superintendent, K-Adult Operations

Agenda Item: F.3

Subject: Memoranda of Understanding (MOUs) for Operational and Special Education for the Amethod Charter Management Organization for John Henry High School.

Background Information:

- A. On September 3, 2014 the Amethod Charter Management Organization submitted a charter petition to open a High School program in the District.
- B. On October 15, 2014 the Board held a hearing to gauge the level of support for the charter, and to hear pertinent details about the petitions provided by the Charter School representatives.
- C. On December 3, 2014 the Board made a decision to approve the charter, and directed staff to secure Operational and Special Education Memoranda of Understanding.

Recommendation: Board approval the Memoranda of Understanding.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
AMETHOD PUBLIC SCHOOLS, INC.**

**ON BEHALF OF
AMETHOD JOHN HENRY HIGH SCHOOL**

This Operational Memorandum of Understanding ("Agreement") is entered into as of January 21, 2015 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Amethod Public Schools, Inc. a non-profit public benefit corporation ("Non-Profit") operating Amethod John Henry High School ("Charter School"), a public charter school authorized by the District. The Charter School, Non-Profit and the District shall be collectively referred to herein as the "Parties." This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS:

- A. The District is the authorizing agency of the Charter School. The District granted the Charter School's charter on December 3, 2014, for a term of five years, beginning on June 30, 2015 and expiring July 1, 2020 ("Charter").
- B. Amethod Public Schools is a California non-profit public benefit corporation that operates AMPS: John Henry High School, a public charter school existing under the laws of the State of California and under the chartering authority of the District.
- C. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

- 1. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and the Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and the Non-Profit being the same under this Agreement.
- 2. **Term and Renewal.** This Agreement shall commence on the Effective Date and end on July 1, 2020. The agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law.

3. **Designation of School.** The Charter School shall be known as AMPS: John Henry High School. The Charter School may not change its name, nor operate under any other name, without prior written notification to the District. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than one school site without the prior express written approval of the District.

4. **Documentation Required by this Agreement.**

(a) No later than July 30, 2015, the Charter School shall provide the District copies of the following documents. To the extent these documents have already been provided to the District for the 2015-16 School Year, the documents shall be deemed submitted to the District:

- (1) Updated curriculum and educational plan for each grade level;
- (2) The Charter School's grading policies;
- (3) Contact information for all Charter School administrators;
- (4) The Charter School's organizational chart;
- (5) A roster and biographies for current governing board members;
- (6) Verification of Brown Act training for administration and governing board as required by section 18 (a) of this Agreement;
- (7) Proof of the Non-Profit's status as a non-profit corporation;
- (8) Copy of the Non-Profit's articles of incorporation and bylaws;
- (9) Copy of the Charter School's health, safety and emergency plan (and verification of staff emergency, health & safety training);
- (10) Copy of the Charter School's parent/student handbook;
- (11) If applicable, copies of any notices provided to parents in advance of school opening;
- (12) Copies of the employee handbook;
- (13) Updated proof of teacher credentials and satisfaction of highly-qualified teacher requirements;
- (14) Estimated enrollment and proof of appropriate and legally sufficient student-teacher ratios;
- (15) If the Charter School will not be occupying District facilities, a copy of any agreement for the Charter School's facility and proof of that facility's compliance with the Field Act and/or the California Building Standards Code, as adopted and enforced by the local building enforcement agency, as well as all applicable health, fire, zoning and occupancy requirements; and

(b) Enrollment Documentation. In addition to the foregoing, the Charter School shall also provide a list of the names and addresses of students enrolled and the school district of residence for each student within ten (10) school days after the beginning of the Charter School's school year. Thereafter, the same information shall be provided to the school district every two (2) months during the Charter School's school year, by the 10th day of each such month.

(c) Charter School Policies. In addition to the foregoing, by no later than July 15, 2015, the Charter School shall provide the District with a complete set of all policies and procedures adopted by Non-Profit and Charter School including but not limited to policies and procedures governing the following:

- (1) Discipline/suspension (including special education discipline);
- (2) Health and safety (including but not limited to the administration of medication and emergency response);
- (3) Sexual harassment;
- (4) Mandated reporting;
- (5) Student free speech and expression as required by Education Code section 48907;
- (6) Conflicts of interest;
- (7) Complaint procedures;
- (8) Special education; and
- (9) Section 504.

All of the above listed policies shall be collectively referred to as the "Policies" and must be submitted by July 30, 2015. Submission of the Policies shall be a necessary precondition to Charter School's commencement of operations. After July 30, 2015, should Non-Profit or Charter School modify or repeal any existing Policy or adopt a new Policy (collectively known as "Changed Policies"), notification of such Changed Policies along with copies of the Changed Policies shall be submitted to District within three (3) working days from the official enactment of the Changed Policies.

(d) Tutoring and Intervention Programs and Staffing. By March 1, 2015, Charter School shall submit to the District a description for each of the Charter School's before and after school programs, intersession programs, summer school programs, and other tutoring and intervention programs (which collectively shall be known as the "Tutoring and Intervention Programs"), as applicable. Such program description shall address: (i) when and where each of the Tutoring and Intervention Programs is to take place; (ii) the nature and scope of each of the Tutoring and Intervention Programs; and (iii) the training and qualifications required of staff providing each of the Tutoring and Intervention Programs. Submission of the program descriptions for each of the Charter School's Tutoring and Intervention Programs shall be a necessary precondition to Charter School's commencement of operations.

5. **Programmatic Audit.** The Charter School will compile and provide to the District an annual performance audit. Each school year's performance audit will be delivered in final written form to the District Superintendent within sixty (60) days of the last day of instruction for the regular school year or by September 1, whichever date is earlier. The audit will, at a minimum, include the following data:

(a) Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable) and summary data from an

annual parent and student satisfaction survey.

(b) Data regarding the number of staff working at the Charter School and their qualifications.

(c) A summary of any major changes to written school policies during the year.

(d) Information demonstrating whether the Charter School implemented the means set out in the Charter or this Agreement to achieve a racially and ethnically balanced student population.

(e) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

(f) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

(g) A report on student discipline, including the number of students suspended or expelled from the Charter School; and

(h) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

6. School Accountability.

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's initial draft of its Local Control and Accountability Plan ("LCAP") shall be provided to the District by July 1, 2015, and on or before July 1 annually thereafter, unless a different date is established by law. Discussion in the LCAP report shall include descriptions for all numerically significant pupil subgroups identified in Education Code section 52052, including foster youth and English learners. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Transitional Accountability and Testing Plan. The Parties hereby agree that while California's new statewide accountability and assessment system, known as the California Assessment of Student Performance and Progress ("CAASPP"), may not be fully implemented until after the 2015-2016 school year, charter schools are nonetheless accountable for pupil outcomes identified in their approved charters. Therefore, the Charter School will develop and present to the District, by July 1, 2015, a transitional assessment and accountability plan that will be in place until CAASPP is fully implemented.

7. Funding.

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this Agreement require revision based upon change in law or regulation, the Parties shall meet without delay to cooperatively revise the Agreement to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code section 42238.02, as implemented by Education Code section 42238.03. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651(a)(1). The District shall comply with Education Code section 47635 in providing the Charter School with funding in lieu of property taxes. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one and a half percent (1.5%) of such fund or as otherwise set by the particular grant received. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 10(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all applicable regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications. Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's charter and any authorized amendments. The Charter School will provide the District with written monthly notice when the Charter School withdraws funds deposited

by the Contra Costa County Superintendent of Schools for the account of the Charter School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in conformance with District or county procedures.

(e) Fees. Consistent with state law, the Charter School shall not impose any student fees, charges, or deposits for curricular, extracurricular, credit, or non-credit educational activities that are part of the Charter School's educational program. Any community college or internet based classes, taken by students as a pre-requisite to graduation, shall be paid in-full by the Charter School. To the extent the Charter School requires students to take college entrance exams and submit college applications as a requirement for graduation, the Charter School shall pay all associated fees, charges, and deposits in full.

8. **Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School, if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code sections 47604.32 and 47605(m). The Charter School and the Non-Profit may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and the Non-Profit, and are not the responsibility of the District.

9. **Complaints.** Complaints filed with the Charter School shall be handled in accordance with the Charter School's internal complaint procedures. If the District receives any complaints regarding internal matters of the Charter School, the District shall immediately forward such complaints to the Charter School. Copies of written complaints against the Charter School, filed with any governmental entity other than the District, must be provided to the District within five (5) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to

provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

10. Fiscal Relationship.

(a) Responsibility for Fiscal Functions. The District shall not act as fiscal agent for the Charter School. Except otherwise expressly set forth in this Agreement, the Charter School shall be responsible for all of its fiscal operations, including but not limited to such functions as payroll, purchase orders, attendance reporting and state budget forms.

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that, for the 2015-16 school year, the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subdivision (a) 42238.02, and 42238.03. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate written agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

"Supervisory Oversight" as used in the Education Code section 47613 is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Ensuring that the Charter School complies with all reports required of charter schools by law.

- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Oversight Fees and Encroachment. Although calculated on an annual basis, the District shall withhold the Oversight Fee and Special Education Encroachment Contribution ("Encroachment") on a monthly basis from the Charter School's in lieu property tax disbursement, paid by the District pursuant to Education Code section 47635. The amount withheld for the Oversight Fee shall be estimated based upon prior year oversight fees, and divided into equal monthly payments. The amount deducted for the Encroachment shall be calculated pursuant to Paragraph 7(B) of the Special Education MOU between the Parties.

The estimated and the actual cost calculations will be reconciled by the District once the final data is determined. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fee due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year with reconciliation to happen at that time.

If at any time it is determined by the District that the Charter School has paid more than its actual pro rata share of Encroachment, the District will give notice of same within 30 days, and such amounts shall be refunded to the Charter School or, at the sole option of the Charter School, applied to the Encroachment of the following school year. Similarly, if at any time it is determined by the District that the Charter School has paid less than its actual pro rata share of Encroachment, the District will give notice of same within 30 days, and such amounts shall be paid by the Charter School within thirty (30) days, or, at the sole option of the District, added to the Encroachment of the following school year. In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in this Agreement. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

(d) Distribution of Assets Upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

11. Fiscal Controls.

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with amounts specified in the annual budget adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 11(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Code of Regulations sections defining charter school average daily attendance, and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. It is anticipated that annual audits will be completed within five months of the close of each school year, and a copy of the auditor's findings will then be forwarded to the District, Contra County Office of Education (CCOE), the State Controller's Office, and the California Department of Education (CDE) by December 15th of the pending year.

(d) Financial Reports. In addition to the foregoing requirements, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- (1) On or before July 1, 2015, and by July 1 each year thereafter, an adopted preliminary budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in writing in advance. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Non-Profit and shall be the sole responsibility of the Non-Profit. The District will have no obligation with respect to any loans received by the Non-Profit to finance its operations, and any such loan shall be the sole responsibility of the Non-Profit. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall notify the District, in writing, no later than thirty (30) days prior to entering into any loan debt or line of credit, whatsoever.

(g) Advance of Funds. The District may, in its sole discretion, advance funds to the Charter School. In addition, the District may, in its sole discretion, provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of Charter School and its successful operation. Accordingly, Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

(i) Third Party Debts and Liabilities. [Reserved]

(j) Banking Arrangements. The Non-Profit's Operations Associate will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of

budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 11(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Non-Profit Operations' Associate who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. With respect to all purchases of services or physical assets over five thousand dollars (\$5,000), the Charter School must maintain documentation for a five (5) year period of a good faith effort to secure the lowest possible cost for comparable goods or services. Charter School's governing board shall follow its adopted fiscal control policies and procedures regarding purchase orders and check requests.

(l) Property Inventory. The Charter School's Operations Associate or his or her designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than one thousand dollars (\$1000). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be physically inventoried every two years and lists of any missing property shall be maintained in the organizations home office and presented to the Charter School's governing board as requested. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The Charter School's Chief Operations Officer and Operations Associate will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(n) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters. Updated fiscal policies of the Charter School shall be provided to the District annually.

12. Reporting to the District.

(a) Enrollment.

1. Annual Enrollment Reporting. On an annual basis, and no later than January 15 of each year, the Charter School shall provide the District a copy

of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. By July 1, the Charter School shall also provide a list of students meaningfully interested in enrolling in the Charter School the following school year (including their name, residential address, telephone number, and the district of residence for each student). The Charter School recognizes that this information is critical to District planning for the next year.

2. Bi-Monthly Enrollment Reporting. No later than the 10th calendar day of the specific month the Charter School will provide to the school district every two (2) months during the Charter School's school year, a copy of its student enrollment list for the prior month, including the name, residential address, residential telephone number, and school district of residence for each student as detailed in Item 4 (b) of this agreement

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of specifically requested reports or other documents that the Charter School submits to any state or other public agency in the State of California.

(c) Notification to District Regarding Governing Body Composition. The Charter School shall annually (on or before July 1) send to the District a list of its directors and officers. The District shall be provided with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by August 1 of each year the school calendar and bell schedule for the upcoming school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt.

(g) Student Records. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851. The District, Charter

School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

13A. Special Education and Related Services; English Learners; Transitional Kindergarten.

(a) Provision of Special Education and Related Services. For School Year 2015-2016 or until the Charter School is accepted as an LEA member of a SELPA, the Charter School shall be categorized as a "public school" within the District in conformity with Education Code Section 47641(b) for purposes of special education and in accordance with the manner that special education is delivered and funded to other schools of the District. The Charter School agrees to take all necessary steps to obtain LEA membership within another SELPA. The Parties will enter into a separate Special Education MOU, which shall govern the provision of special education and related services to Charter School students.

For school years 2016-2017 through 2019-2020, it is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a). The Charter School will seek membership as an independent LEA in another SELPA with an LEA status to begin in the school year 2016-2017. By April 1, 2016, the Charter School will provide the District with an update as to the Charter School's status as an LEA in another SELPA.

When the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

(b) English Learners & Section 504. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act, including all associated funding and implementation. Additionally, the Charter School shall provide annual compliance training to Charter School's staff. The Charter School will annually administer the California English Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all applicable state and federal requirements regarding testing and reporting for English Learners.

(c) Transitional Kindergarten. [Reserved.]

13B. Student Recruitment.

(a) Racial and Ethnic Diversity. Pursuant to Education Code section 47605 subdivision (b)(5)(G), no later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide the District with a comprehensive recruitment plan detailing 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, as well as the Richmond community.

(b) Special Education. No later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide the District with a comprehensive recruitment plan detailing the means by which the Charter School will recruit students with disabilities, such that the number of students with disabilities enrolled in the Charter School is reflective of the general population residing within the territorial jurisdiction of the District. The Charter School shall include recruitment of students requiring mild, moderate, and severe intervention.

14. Human Resources Management.

(a) Charter School Exclusive Employer. The Non-Profit is the exclusive public school employer of all employees of the Charter School for the purposes of the Educational Employment Relations Act. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for all employment-related decisions including, but not limited to, hiring, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code sections 44237 and 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal No Child Left Behind Act ("NCLB").

15. Insurance and Risk Management. The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 15, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 15(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 15 shall include the following:

(1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to West Contra Costa Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) calendar days after the date of mailing such notice.";

(2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 15(a)(1) will be sent, and length of notice period; and

(3) A statement that the District and its officers, employees and agents are named as additional insureds under the policy and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The Charter School shall provide the District with an additional insured endorsement, naming the District and its Governing Board as additional insureds, for each insurance policy held by the Charter School. A certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.

(c) General Liability Insurance. The Charter School shall purchase general liability insurance in the amount of two million dollars (\$2,000,000) providing coverage for a claims-made basis that, among other things addresses negligence, errors and omissions, educators legal liability, abuse and molestation, and crime, of the Charter School, its Board, officers, agents, employees or students. The deductible per occurrence for said insurance shall not exceed five thousand dollars (\$5,000) for any and all losses resulting from negligence, errors and omissions of the Charter School, its Board, officers,

agents, employees or students. The Charter School will also have an employment practices liability.

(d) Property Insurance. To the extent the Charter School is located in a District facility, the Charter School must also secure property insurance as outlined in the Facilities Use Agreement between the Charter School and the District. In addition the Charter School shall secure and maintain content property insurance for the Charter School's property with a minimum policy limit of eighty percent (80%) of the value of the Charter School's property.

(e) Bond. The Charter School shall purchase and hold fidelity bond coverage to cover all school employees.

16. **Facilities.** In the event the Charter School will occupy District facilities, the Parties shall separately enter into a Facilities Use Agreement, setting forth all terms and provisions of such use.

17. **Indemnification.** The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "District Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the District Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the Charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the District Indemnified Parties.

The District shall indemnify, defend, and hold harmless the Charter School, its officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Charter School Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the Charter School Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the District's performance under the Charter or this Agreement, including, but not limited to, any acts or errors or omissions by the District, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the Charter School Indemnified Parties.

18. **Compliance with Law Applicable to Public Agencies.** The Charter School agrees to comply with applicable federal or state laws (which may be amended from time to time), including, but not limited to the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Gov. Code, §§ 87100 *et seq.*; Gov. Code, §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") (Cal. Gov. Code, §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§ 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- Education Code section 220;
- The Uniform Complaint Procedure (5 Cal.Code Regs., tit. 5, §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§ 1232g *et seq.*);
- Local Control Funding Formula (California Assembly Bill 97); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 *et seq.*) as amended by the No Child Left Behind Act of 2001("NCLB") (20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with key terms of the Brown Act and shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. The Charter School will provide annual Brown Act training to all members of its governing board, administrative staff, and any other staff deemed appropriate by the Charter School. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a single representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604(b). The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted

policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*) as well as Education Code section 47604.3.

19. Participation in Special Programs and Services; Transportation.

(a) Sports and Other Activities; Student Insurance. In the event that the Charter School wishes to have its students or staff participate in a program or service offered by the District other than those specified by this Agreement, advance approval and arrangements must be made and confirmed in writing, and expenses for such participation may be charged to the Charter School. The District has sole discretion whether to allow the Charter School to participate in such District programs or services, including California Interscholastic Federation activities. Charter School participation in California Interscholastic Federation ("CIF") activities and sports are subject to the rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

(b) Transportation. Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

20. Health and Safety. The Charter School agrees to provide a higher standard of care and thus shall be responsible for ensuring the provision of health and nursing services to satisfy the health needs of the students who enroll in the Charter School as required by applicable laws. No later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide a comprehensive description of its policies regarding the administration of medicine to students.

21. Revisions to Charter. Changes to the Charter deemed to be material revisions in accordance with Education Code section 47607(a) may not be made without District Board consideration and approval. Revisions to the Charter considered to be material revisions include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 15 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;

- (f) Admission preferences, unless necessary to comply with applicable state and/or federal law, regulations, or guidance governing the Public Charter Schools Grant Program or Charter School Facilities Grant Program;
- (g) Governance structure; and
- (h) Name changes of the Charter School.

22. **Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

- (a) The duly authorized representative of Charter School is the Chief Executive Officer, or designee.
- (b) The duly authorized representative of the District is the Superintendent or any designee thereof.

In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

23. **Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Charter School's Chief Executive Officer or designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's Chief Executive Officer or designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves. All timelines and procedures in this section 23 may be revised upon mutual written agreement of the District and the Charter School.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

24. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

25. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Contra Costa County, California.

26. **Governing Law and Authority.** In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement supercede the terms of the Charter. However, if there are inconsistent terms between this Agreement and the Charter, the Parties will meet and confer on making them consistent. The violation of this Agreement, only, may not serve as a basis for the District's revocation of the Charter. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

27. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at:

West Contra Costa Unified School District
1108 Bissell Avenue, Room 100
Richmond, California 94801
Attn: Dr. Bruce Harter, Superintendent

To the Charter School at:

Amethod Public Schools:
345 12th Street, Second Floor

Oakland, CA 94604
Attn: Jorge Lopez, Chief Executive Officer

28. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: _____

Jorge Lopez, Executive Director
Amethod Public Schools, Inc.

Dated: _____

Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

Approved and ratified this _____ by the Board of Education of the
West Contra Costa Unified School District by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Certification by the Superintendent:

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
AMETHOD PUBLIC SCHOOLS
REGARDING AMETHOD JOHN HENRY HIGH SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of January 21, 2015, ("Effective Date"), by and between the Board of Trustees of the West Contra Unified School District ("District") and Amethod Public Schools ("Non-Profit"), a California non-profit public benefit corporation, operating the Amethod John Henry High School ("Charter School"), a public charter school authorized by the District. The District, the Non-Profit and the Charter School are collectively referred to as the "Parties." This Agreement sets forth the responsibilities of the Parties with respect to the delivery and financing of special education services to children enrolled in the Charter School.

1. RECITALS

- A. The District is the authorizing agency of the Charter School. The District granted the Charter School's charter ("Charter") on December 3, 2014, for a term of five years, beginning on June 30, 2015 and expiring July 1, 2020.
- B. Amethod Public Schools is a California non-profit public benefit corporation that operates Amethod John Henry High School, a public charter school existing under the laws of the State of California and under the chartering authority of the District.
- C. For the 2015-2016 school year, the Charter School shall be categorized as a "public school" within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School's students will be students of the District for purposes of special education.
- D. For the 2015-2016 school year, the District will serve as the Charter School's local educational agency ("LEA") for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in the same manner as is provided to students in other District schools, and in conformity with their individualized education plans ("IEP") and the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal laws. (Ed. Code, § 47646(a).)
- E. This Agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School in the 2015-2016 school year, and are or may be eligible for special education and related services under the IDEA.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

2. USE OF TERMS

The Parties agree that unless otherwise stated herein, for the purposes of this Agreement, the terms "Charter School" and "Non-Profit" may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

3. TERM

The term of this Agreement shall be June 30, 2015 to July 1, 2016. This Agreement may be amended by mutual written agreement of the Parties at any time. This Agreement is subject to termination during the term of as permitted by law.

For school years 2016-2017 through 2019-2020, it is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a). The Charter School will seek membership as an independent LEA in another SELPA with an LEA status to begin in the school year 2016-2017. By April 1, 2016, the Charter School will provide the District with an update as to the Charter School's status as an LEA in another SELPA.

When the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209 (c); Ed. Code § 47646(a).)

If the Charter School is not its own LEA for the 2016-2017 school year, the Parties will meet and confer to discuss renewal of this Agreement.

4. DESIGNATED REPRESENTATIVE

The District's designated representative shall be the District Superintendent or designee, who shall have the authority to act on behalf of the District. The Charter School's designated representative shall be the Chief Executive Officer or designee, who shall have the authority to act on behalf of the Charter School.

5. NONDISCRIMINATION IN ADMISSIONS

All students will have access to the Charter School and no student shall be denied admission due to his or her disability. (20 U.S.C. § 1412(a)(2); 34 C.F.R. § 300.209; Ed. Code, § 47605(d).)

6. SECTION 504 AND THE ADA

The Parties agree that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education and related services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*), or under the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. §§ 12101 *et seq.*). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA unless otherwise agreed to in writing by the parties, such as in a Facilities Use Agreement.

7. SPECIAL EDUCATION FUNDING

- A. Retention of Special Education Funds by the District. The Charter School, which has been deemed a public school of the District for purposes of special education, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646(a).) The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education and related services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the West Contra Costa Special Education Local Plan Area ("SELPA"). The District shall be solely responsible, as necessary, to contract and pay for any special education services, except as otherwise agreed between the Parties.
- B. Charter School Contribution to Encroachment. The Charter School shall owe the District a pro-rata share of the District's unfunded special education costs (encroachment). The encroachment amounts set forth by the District are subject to updating when the District's actual unfunded special education costs become available. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District average daily attendance ("ADA") (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Payments for encroachment shall be made by the Charter School to the District on a monthly basis. Pursuant to the Operational Memorandum of Understanding between the Parties, the monthly amount due by the Charter School will be withheld from the District's in lieu property tax disbursement to the Charter School that is made under Education Code section 47635.

The District shall provide financial and other information needed to allow the Charter School to review and confirm the accuracy of the District's estimated and

actual pro-rated encroachment calculations as reasonably requested by the Charter School. For the 2015-2016 school year, the Charter School's estimated pro-rata share of encroachment shall be calculated based upon District's actual preceding school year encroachment and an estimated Charter School ADA of 180.5.

8. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

A. General Provisions

1. Intent of the Parties. The Parties intend to ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education ("FAPE") in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
2. Provision of Services. A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided by the District to Charter School students as required by an individual student's IEP.
3. Days of Service. Special education services shall be available to the Charter School for the number of days specified in students' IEPs.
4. Staffing. The District is responsible for the hiring, training, and employment of site staff necessary to provide special education services to Charter School students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The District 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.

All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.) The District shall be responsible for screening and hiring employees to provide special education services for students enrolled in the Charter School in the same manner as for District schools.

To the extent allowable and consistent with the District's applicable collective bargaining agreements with its employees, the District shall consult with the Charter School regarding the assignment of employees providing special education pursuant to this Agreement.

To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to the Charter School.

5. Contracts with Non-District Providers. The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the State of California.
6. Student Records. The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
7. Notice of Procedural Safeguards. The District shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a child is reassessed; each time a Parent/Guardian requests a due process hearing; and each time a change of placement is implemented because of a violation of a code of student conduct. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

B. Enrollment, Identification and Evaluation

1. Enrollment Information. The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
2. Identification and Referral. The District shall work cooperatively with the Charter School in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The District will develop, maintain, and implement policies and

procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School will implement the District's policies and procedures. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code, § 56303.)

3. Assessment. District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the District's general practice and procedure and applicable law. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. § 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Except as provided by state and federal law, the District may not conduct an assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. § 1414(a)(1)(D); 34 C.F.R. § 300.300; Ed Code, § 56321.) The Charter School shall work in collaboration with the District to obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct special education assessments unless directed by the District.

If a Parent/Guardian refuses to consent to an assessment that the District or the Charter School believes is required to provide a Charter School student with FAPE, the Charter School shall immediately notify the District.

The Charter School shall not refer its students for independent educational evaluations without prior written approval of the District.

4. Interim Placement. For students with a current IEP who enroll in the Charter School from a school outside the District, the Charter School and the District shall confer and either implement the student's existing IEP to the extent possible, or otherwise provide the student with an interim placement, not to exceed 30 days, in accordance with all applicable state and federal law. Before the expiration of the 30 day period, the interim placement shall be reviewed by the IEP team and final recommendations made. (Ed. Code, § 56325.)

The Charter School shall notify the District immediately of students who

may fall into this category. The District will provide consultative assistance and necessary services to the Charter School to help transition such students.

5. Attendance Monitoring. The Charter School shall monitor attendance for related services on a monthly basis to ensure students are accessing all services outlined in their IEPs.

C. Individualized Education Programs

1. IEP Team Membership. IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. § 1414(d)(1)(B); 34 C.F.R. § 300.321; Ed. Code, § 56341(b).)
2. IEP Meetings. Responsibility for arranging and providing notice for all IEP team meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School and other members of the student's IEP team, including at least one general education teacher knowledgeable about the regular education program at the Charter School in attendance at the IEP team meeting. District staff and Charter School staff shall consult as needed and work cooperatively to review individual students' assessment data and progress prior to IEP meetings and discuss how special students' needs may be most effectively met. However the District staff and Charter School shall not predetermine any aspect of the IEP. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
3. IEP Contents. The District and the Charter School shall use the SELPA forms to complete the IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. Parental Consent to the IEP. The Parties may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and the Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346(e).) Notification of the

other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP. Anytime a Parent/Guardian refuses to consent to any portion of an IEP that the Charter School believes is required to provide a student with FAPE, the Charter School must notify the District.

D. Program and Services

1. Eligibility and Placement. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School or District takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student, the Charter School or District must, in consultation with the other Party, as appropriate, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503.)

In the event that either party believes that placement in a District program is necessary to provide a student with FAPE, such placement shall only be made by the IEP team.

2. Independent Study. No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code, § 51745(c).)
3. Referral to Nonpublic or Private Schools. The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. However, the decision to refer a student to a nonpublic or private school shall be an IEP team decision. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.
4. Transition Services. The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. § 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.) Transition services shall be provided in conformity with applicable state and federal law. Transition services will be addressed in each charter school student's IEP no later than age 16.

9. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

- A. Suspension and Expulsion. The Charter School shall have discipline policies that comply with all applicable portions of the California Education Code and Federal Code of Regulations, title 34 section 300.530, *et seq.* The Charter School shall provide a copy of such policies to the District. These include, but are not limited to policies regarding suspension, expulsion, conducting functional analysis assessments, drafting and reviewing behavior interventions plans, and conducting manifestation determination reviews. If a Charter School student is suspended for more than 10 days in any school year and/or commits an expellable offense, the Charter School shall immediately notify the District and the District shall provide necessary assistance to support the discipline process, including, but not limited to, manifest determination reviews.

10. COMPLAINTS AND DISPUTE RESOLUTION

- A. Parent Concerns. The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to District and/or Charter School staff. Whenever a Parent/Guardian raises a concern regarding special education and/or related services, the Charter School shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.
- B. Complaints. In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
- C. Due Process Hearings. In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines it is legally necessary to meet the District's responsibilities under federal and state law.

For the time periods that the Charter School is a school of the District for purposes of special education, the District and the Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, selected by the District.

The Charter School and District shall cooperate fully with reasonable requests from one-another for information and documentation related to due process hearings in which the District and/or the Charter School is a party.

11. COST CONTAINMENT EFFORTS

Charter School and District acknowledge the importance of containing the costs of providing special education services to individual students so that these costs do not exceed the amount the District would normally expend if the student being served were attending a District school. Accordingly, Charter School agrees to fully cooperate with the District in order to achieve cost efficiencies to the extent expected of and practiced by other schools in the SELPA and SELPAs serving similar student populations.

12. INDEMNIFICATION

Indemnification of the Parties for one another regarding special education matters is addressed in the Operational MOU between the District and the Charter School.

13. MISCELLANEOUS PROVISIONS

- A. Venue. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Contra Costa County Superior Court.
- B. Modifications. Any modification of this Agreement must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

The duly authorized representative of Charter School is the Executive Director, or designee.

The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.

- C. Interpretation. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
- D. Integrated Agreement. This Agreement, together with the Operational Memorandum of Understanding, is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor

explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

- E. Non-Assignability. This Agreement may not be assigned by the Parties.
- F. Binding Effect. This Agreement is binding upon the successors and assigns of the parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. Survival of Covenants. Notwithstanding termination of the Agreement, the indemnification provisions set forth in the Operational Memorandum of Understanding shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. Notices. All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

To the District: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801
Attn: Dr. Bruce Harter, Superintendent

To the Charter School: Amethod Public Schools
345 12th Street, Second Floor
Oakland, CA 94604
Attn: Jorge Lopez, Executive Director

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- I. Warranty. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- J. Counterparts. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

- K. Enforcement. This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

Dated: _____

Jorge Lopez, Executive Director
Amethod Public Schools, Inc.

Dated: _____

Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

Approved and ratified this _____ by the Board of Education of the West Contra Costa Unified School District by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

Certification by the Superintendent:

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 21, 2015
From: Bruce Harter **Agenda Item:** F.4
Superintendent
Subject: Priorities, Overarching Goal, Board Committee and Liaison Assignments

Background Information:

At the December reorganization meeting, the Board agreed to review committee assignments at the annual board retreat. At the January 10, 2015 Board Retreat, members discussed their collective priorities for 2015 as well as an overarching goal. From these conversations the Board is considering four priorities for 2015 including:

1. Support for Teachers;
2. Improved student learning outcomes;
3. Community engagement and transparency;
4. Be visible observers in schools and the community.

The Board members also discussed committees and assignments, providing President Groves with input and requests for assignments including:

Committee & Liaison Assignments

Academic Subcommittee – Randy Enos, Chair; Liz Block
Citizens' Bond Oversight – Liz Block
Community Budget Advisory – Todd Groves
Facilities Subcommittee – Madeline Kronenberg, Chair; Liz Block
Safety and School Climate Committee – Randy Enos, Chair; Valerie Cuevas
Technology Subcommittee – Todd Groves, Chair; Madeline Kronenberg
Youth Commission – Valerie Cuevas; Todd Groves
Solutions Team – Valerie Cuevas; Madeline Kronenberg
Community Advisory for Special Education – Liz Block
Local Control Accountability Plan – Valerie Cuevas
Multilingual District Advisory Council – Madeline Kronenberg

High School Family Assignments and Graduations

El Cerrito High School – Todd Groves
Hercules High School – Liz Block
Kennedy High School – Randy Enos
Pinole Valley High School – Randy Enos
Richmond High School – Valerie Cuevas
DeAnza High School – Madeline Kronenberg

Middle College High School – Todd Groves
Adult Education – Madeline Kronenberg
Alternative High Schools – Liz Block
Extended Year Graduation – Madeline Kronenberg

Liaison to City Councils and Unincorporated Councils

El Cerrito – Todd Groves
Hercules – Valerie Cuevas
Pinole – Madeline Kronenberg
Richmond – Randy Enos
San Pablo – Valerie Cuevas
Unincorporated Councils (El Sobrante, Kensington) – Liz Block

The Board also considered wording for an overarching goal for their work together as developed in Jim Collins *Good to Great* as a Big Hairy Audacious Goal statement: “Building best practices for enabling students to learn and succeed.”

Recommendation:

Recommend Approval

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____


Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 7, 2015

From: Kenneth L. Whittemore 
Assistant Superintendent Human Resources

Agenda Item: F.5

Subject: Uniform Complaint Procedures - Board Policy 1312.3 – Community Relations

Background Information:

The Human Resources Department has worked to revise Board Policy 1312.3 – Community Relations; specifically to meet the federal and state requirements on how the District processes the UCP complaints.

Included in the updated language is the requirement to allow for uniform complaints as they pertain to the procedural implementation of the Local Control Accountability Plan (LCAP).

Recommendation: That the Board approve the modifications to Board Policy 1312.3.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____ Tabled _____

West Contra Costa USD

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. ~~The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees in accordance with the district's uniform complaint procedures.~~ The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

~~The district shall use uniform complaint procedures to resolve any complaints alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.~~

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

~~Uniform complaint procedures shall also be used to address any complaints alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs and special education programs.~~

2. Any complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, in district programs and activities against any person based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

~~In regards to complaints of noncompliance with laws relating to pupil fees, if the district finds merit in a complaint a remedy will be provided to all affected pupils, parents and guardians, that, where applicable, will include reasonable efforts by the Superintendent or designee to ensure full reimbursement to all affected pupils, parents and guardians.~~

4. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

~~A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupils fees.~~

5. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

6. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

7. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~The Board acknowledges and respects every individual's right to privacy. Any complaint alleging discrimination, harassment, intimidation, or bullying shall be investigated in a manner~~

that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case by case basis. In filing and investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation, unlawful discrimination, or bullying, the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination, harassment, intimidation, or bullying. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations. When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following: textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

1. ~~Sufficiency of textbooks or instructional materials~~

2. ~~Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff~~

3. ~~Teacher vacancies and misassignments~~

4. ~~Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

37254 Intensive instruction and services for students who have not passed exit exam

41500-41513 Categorical education block grants

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools
52800-52870 School-based program coordination
~~54000-54028 Economic impact aid programs~~
~~54100-54145 Miller Unruh Basic Reading Act~~
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

6301-6577 Title I basic programs

~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Management Resources:

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: November 7, 2007 Richmond, California

revised: April 16, 2008

revised: November 6, 2013

revised: January 8, 2014

revised:

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 21, 2015
From: Kenneth L. Whittemore *KW* **Agenda Item:** F.6
Assistant Superintendent Human Resources
Subject: Public Hearing and Adoption of Bargaining Proposal from Public Employees
Union, Local One to the West Contra Costa Unified School District

Background Information:

Pursuant to the Educational Employment Relations Act, the proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The reopener proposal of Public Employees Union, Local One will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is attached to this precis and is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation: That the Board of Education hold a public hearing on the Public Employees, Local One initial bargaining proposal to the District in accordance with the 2012-2015 bargaining agreement.

Board Adoption of Bargaining Reopener Proposal

Background Information: Following the public hearing on its bargaining reopener proposal, the Board of Education will be asked to adopt the Public Employees, Local One proposal to the District in accordance with the 2012-2015 reopener agreement.

Recommendation: That the Board of Education adopt the bargaining proposal for labor negotiations with the Public Employees, Local One.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**PUBLIC EMPLOYEES, LOCAL ONE
INITIAL BARGAINING PROPOSAL TO THE WEST CONTRA COSTA UNIFIED
SCHOOL DISTRICT
FOR
2014-15 CONTRACT NEGOTIATIONS**

Negotiations proposal

The current duration of the bargaining unit agreement between the two parties concludes on December 31, 2016. The District shall meet and bargain on the following articles, pursuant to the General Agreements on page 49, as contained in the January 1, 2013 – December 31, 2016 Contractual Agreement between WCCUSD and the Public Employees Union, Local 1:

Article 1 – Agreement, Section 3.

Article 12 – Transfer, Section 4. Administrative Transfer; prior to March 1, 2015

Article 15 – Benefits

Article 16 – Compensation

Local 1 and WCCUSD will identify and study 3 Local 1 sub-units (Paraprofessionals, Office & Technical and General Services, and Maintenance and Operations (GSM&O), prior to March 1, 2015; the studies shall cover total compensation and working conditions.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Kenneth L. Whittemore, *KW*
Assistant Superintendent Human Resources

Agenda Item: F.7

Subject: Public Hearing and Adoption of Initial Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees Union, Local One

Background Information:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The initial proposal of West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is attached to this precis and is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation: That the Board of Education hold a public hearing on the District's initial bargaining proposal to the Public Employees, Local One in accordance with the 2012-2016 bargaining agreement.

Board Adoption of Initial Bargaining Proposal

Background Information: Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District proposal to the Public Employees, Local One for the 2015-16 successor agreement.

Recommendation: That the Board of Education adopt the bargaining proposal for labor negotiations with the Public Employees, Local One.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
INITIAL BARGAINING PROPOSAL TO PUBLIC EMPLOYEES, LOCAL ONE FOR
2014-15 CONTRACT NEGOTIATIONS**

Negotiations proposal

The District wishes to negotiate the following Articles:

Article 11 – Leaves of Absence

Article 15 – Benefits

Article 16 – Compensation

Article 25 – Reclassification

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Bruce Harter
Superintendent

Agenda Item: G.1

Subject: Background Checks for Contractors and Employees

Background Information:

Providing a safe place for our students is the first priority of everyone in the district. In order to ensure the safety of our students and staff, it is essential that background checks be completed on employees before they begin work as well as contractors who will be working on WCCUSD campuses. In this discussion, the Board will review current practices and, if appropriate, provide direction to enhance those practices.

Recommendation:

That the Board discuss the background check practices in the district.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 21, 2015
From: Lisa LeBlanc **Agenda Item:** G.2
Associate Superintendent of Operations
Subject: Proposition 39 Preliminary Offer Options for three Charter Schools: Benito Juarez Elementary, John Henry High School, and Caliber Beta Academy School.

Background Information:

Pursuant to Education Code Section 47614 (Proposition 39), two Amethod schools, Benito Juarez Elementary and John Henry High School, together with Caliber Beta Academy requested facilities for the 2015-16 school year. The West Contra Costa Unified School District is required to provide a preliminary offer and draft facilities use agreement to the requests by February 1, 2015. The deadline for final offers to the charters is April 1, 2015.

Amethod requested facilities for Benito Juarez Elementary (K-4) with a total projected enrollment of 235 and John Henry High School (9-12), with a total enrollment of 180. The Caliber Beta Academy (K-7) request is for a total enrollment of 568.

The District is limited with regard to available classroom space throughout the district. The majority of schools that have available teaching space are limited to just a few classrooms. The schools in central Richmond and North Richmond areas are close to capacity. Therefore, the following options are considered the best alternatives for the three charter schools and are for the 2015-16 school year only.

Caliber is proposed to be relocated from the temporary campus at Stege to the temporary campus behind Kennedy High School that Coronado Elementary now occupies. Construction at the new Coronado schools is progressing toward completion in May 2015 which would allow the Coronado classroom supplies, teacher materials and offices to vacate the temporary campus in time to prepare it for use by Caliber at the start of the 2015-16 school year. There are a sufficient number of teaching and auxiliary spaces to accommodate Caliber Prop 39 request for the 2015-16 school year. Space is available at that site for the proposed growth of the student population.

John Henry High school and the Benito Juarez Elementary school is proposed to share the campus that is currently occupied by the Leadership Public High School at 12th and Maine in Richmond. There are a sufficient number of teaching and auxiliary spaces to accommodate both Amethod Prop 39 requests for the 2015-16 school year. Since the plans for the completion of the Nystrom Elementary campus include the space where the Leadership campus currently exits and since both schools plan to expand in future years, the proposal to house John Henry and Benito Juarez in that space would be for the 2015-16 school year only.

The details of the preliminary offers and draft facilities use agreements are being developed by staff in order to meet the February 1, 2015 deadline. The Board will have an opportunity to review the proposed final agreements prior to the April 1, 2015 deadline.

Recommendation: The Board review the Proposition 39 facilities options

Fiscal Impact: Fiscal impact to be identified prior to April 1, 2015

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 21, 2015

From: Bruce Harter
Superintendent

Agenda Item: G.3

Subject: Reducing the Number of Members on the Citizens Bond Oversight Committee

Background Information:

Board Policy 7214.2 establishes the size and composition of the Citizens Bond Oversight Committee. Currently, there are 19 positions on the committee with 17 positions currently filled. Community members and one city council have questioned whether the composition of this committee is too large and whether members of the Board of Education should each appoint one member of the committee.

Recommendation:

That the Board discuss the composition of the CBOC and provide direction around whether and how to reduce the committee's size.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

Citizens' Bond Oversight Committee for Measures M, D, J, D (2010), and E (2012): Membership by Categories

No. ¹	Category ²	Recommended By	Member Name	Office	Dates Board Approved	Current Term End Date	First or Second Term?
1	Business Organization *	Business Organization	Tom Waller		9/19/12, 8/13/14	9/18/16	Second
2	Senior Citizen Organization *	Senior Citizen Organization	James Oakley		11/6/13	11/5/15	First
3	Taxpayers' Organization *	Taxpayers' Organization	Tashia Flucas		12/11/13	12/10/15	First
4	Parent or Guardian *	Superintendent	Kelvin Love		11/6/13	11/5/15	First
5	Parent/Guardian & PTA*	PTA	Marianne Harrison		1/8/14	1/7/16	First
6	El Cerrito	City Council	Orlandus Waters	Vice Chair	4/13/13	4/12/15	First
7	Hercules	City Council	Bill Kelly		3/12/14	3/11/16	First
8	Pinole	City Council	Maureen Toms		1/8/14	1/7/16	First
9	Richmond	City Council	Margaret Browne		9-17-14	9-16-16	First
10	San Pablo	City Council	Charlene Harlan-Ogbeide		11/12/14	11/11/16	First
11	Unincorporated Area	Supervisor Glover	Norma Martinez-Rubin		4/10/13	4/9/15	First
12	Unincorporated Area	Supervisor Gioia	Peter Chau		3-26-14	3-25-16	First
13	Board of Trustees WCCUSD	Trustee Kronenberg	Tim Warner		3/21-12, 3/12/14	3/11/16	Second
14	Board of Trustees WCCUSD	Trustee Groves	Ivette Ricco	Chair	6/2/10, 6/13/12, 6-12-14	6/11/16	Third
15	Board of Trustees WCCUSD	Trustee Cuevas	Charles Cowens	Secretary	1/5/11, 12/12/12	1/4/15	Second
16	Board of Trustees WCCUSD	Trustee Block	Ken Jett		2/13/13	2/12/15	First
17	Board of Trustees WCCUSD	Trustee Enos	Stephen Purser		1/8/14	1/7/16	First
18	Building Trades	Building Trades Council	Dennis Hicks		8/12/13	8/11/15	First
19	Public Employees Union	PEU Local 1	Vacant (since 6/2014)				

Superintendent's Designee: Lisa LeBlanc

Board Member Liaison: TBD

* Required positions under Proposition 39 [Education Code section 15282 (a)]

¹ Position numbers were assigned by the CBOC for reference purposes only² CBOC was established by the Board of Education on April 9, 2003. All appointments are made by the Board of Education. Terms are currently for two (2) years with a maximum of three consecutive terms.

Description	Number
Authorized Positions	19
Filled Positions	17
Vacant Position(s)	2
Quorum Requirement	9

Vacant Required Positions – 0

West Contra Costa USD

Board Policy

Citizens Bond Oversight Committee (CBOC)

BP 7214.2

Facilities

Proposition 39, approved by California voters in the General Election of November 7, 2000 provides that the Governing Board of a school district may pursue the authorization and issuance of general obligation bonds passed by a vote of 55 percent or more of the electorate.

As a result of the passage of Proposition 39, language was added to the Education Code requiring school districts passing a bond designated as a Proposition 39 bond to establish a Citizens' Oversight Committee ("Committee" or "CBOC") to actively review and report on uses of bond proceeds to ensure that they are spent only on school facilities improvements allowed under each bond measure and not for any other purpose. The Committee shall be established within sixty (60) days of the date that the Board enters the election results in its minutes. A school district may also establish a voluntary bond oversight committee for a general obligation bond adopted by a two-thirds (2/3) vote of the electorate.

1. Committee's Purpose

The purpose of the Committee is to inform the public concerning the expenditure and uses of bond revenues. The Committee's legal charge is to actively review and report on the expenditure of taxpayer's money for school construction. The Committee shall convene to provide oversight of the following:

- a. That bond revenues from bonds adopted by a 55 percent vote of the electorate are expended only for the purpose described in Article 13A, section 1, subdivision (b)(3) of the California Constitution including the construction, reconstruction, rehabilitation or replacement of school facilities, including for a Proposition 39 bond measure the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and
- b. That, for bonds adopted by a 55 percent vote of the electorate, as prohibited by Article 13A, section 1, subdivision (b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries or other school operating expenses, except for salaries of bond facilities project administrators paid pursuant to the November 2001 and February 2003 resolutions validated by the Judgment of Validation in the Superior Court of California, Contra Costa County Action No. N03-0216; and
- c. That, for bonds adopted by a two-thirds (2/3) vote of the electorate, funds are used only for the purposes described in Article 13A, section 1, subdivision (b)(2) of the California Constitution including the acquisition or improvement of real property.

2. Committee's Duties

The Committee may engage in the following activities in furtherance of its purpose:

a. Receiving and reviewing copies of the annual performance audits required by Article 13A, section 1, subdivision (b)(3)(C) of the California Constitution.

(1) The Auditor shall deliver directly to the Audit Subcommittee a draft copy of each audit report at the same time as delivery is made to the district.

(2) The Auditor shall deliver directly to the Committee progress reports at the same time at these reports are issued to the district.

(3) The Committee shall participate with the district in a yearly review of the Auditor's performance.

b. Receiving and reviewing the annual financial audits required by Article 13A, section 1, subdivisions (b)(3)(D) of the California Constitution.

(1) The Auditor shall deliver directly to the Audit Subcommittee a draft copy of each audit report at the same time as delivery is made to the district.

(2) The Auditor shall deliver directly to the Committee progress reports at the same time at these reports are issued to the district.

(3) The Committee shall participate with the district in a yearly review of the Auditor's performance.

c. Inspecting school facilities and grounds to ensure that Bond revenues are expended in compliance with the requirements of Article 13A, section 1, subdivision (b)(3) of the California Constitution.

d. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district, including any reports required by Education Code section 17584.1.

e. Reviewing efforts by the district to maximize Bond revenues by implementing cost-saving measures including, but not limited, to the following:

(1) Mechanisms designed to reduce the costs of professional fees;

(2) Mechanisms designed to reduce the cost of site preparation;

(3) Recommendations regarding the joint use of core facilities;

(4) Mechanisms designed to reduce costs by incorporating efficiencies in school site design;

- (5) Recommendations regarding the use of cost-effective and efficient reusable facility plans.

3. Committee Operations

The Committee's legal charge is to review Bond expenditures and to inform the public about the uses of Bond proceeds.

The Committee shall have the authority to:

- a. Inspect a job site or construction project in coordination with the district Superintendent or designee. Visits to job sites require that the Committee member(s) be accompanied by a representative of the district and require that all safety measures in effect at the job site be followed.
- b. Contact district staff, district contractors or consultants, including without limitation, accountants, auditors, architects, financial advisors and legal counsel in coordination with district Superintendent or designee.

The Committee shall not have the authority to:

- a. Participate in the bond sale and issuance process or make decisions concerning the timing, terms or structure of a bond issuance, except that the Committee may review the district's plans for any bond sale and may review bond issuance documents upon the conclusion of a bond sale if desired;
- b. Determine how bond funds shall be spent;
- c. Select contractors or consultants for bond projects or participate in the negotiation or bid process for such contractors and consultants;
- d. Require the district to prepare reports or conduct audits more frequently than those required by law.

The Committee shall not be entitled to legal representation by district legal counselor at district expense, unless permitted by the Board.

The Superintendent or his/her designee shall attend Committee meetings. Members of the Board shall attend as necessary or desirable.

Upon completion of all Bond projects, the Committee shall prepare a final written report summarizing its activities and conclusions.

The Board shall, without expending Bond funds:

- a. Provide the Committee with any necessary technical assistance;

- b. Provide administrative assistance in furtherance of the Committee's purpose; and
- c. Provide the Committee with sufficient resources to publicize the Committee's conclusions.

The Associate Superintendent of Operations will serve as a resource to the Committee. He/she shall assign such other district staff and professional service providers as needed to assist the Committee in carrying out its duties.

The Committee and Board shall hold joint meetings during the first quarter (January through March) and third quarter (July through September) of each year.

The Committee shall make reports to the Board of Education at each regular Board meeting. This report shall be placed on the Board's agenda. All recommendations approved by the Committee shall be presented to the Board of Education. The Board shall respond to the Committee's recommendation(s) within sixty (60) days after receipt of the recommendation(s).

The CBOC shall establish a set of bylaws and operational rules to manage the operation of the committee. These bylaws and operational rules shall be in compliance with Board Policy and all applicable laws.

4. Financial Operations

The Board of Education shall adopt an annual Facilities Program Budget.

- a. District staff shall identify the budget by fund and account code on each Board action memo that recommends the expenditure of funds for facility projects.
- b. The Facility Program Budget shall be formally amended by the board of Education during the calendar year, as needed, for new and revised projects and change orders.

5. Committee Selection and Composition

The Committee shall be comprised of individuals who either live or work within the boundaries of the district. The Superintendent or designee shall solicit applications for membership on the Committee, and, in the event the number of applicants exceeds the number of spaces available, shall conduct interviews of interested citizens and make recommendations to the Board for appointments.

Applicants shall submit a written application form to the Superintendent and CBOC Chair delineating the applicant's qualifications to serve on the CBOC. On this form applicants shall acknowledge their commitment to faithfully attend the meetings of the CBOC and to serve the best interests of the community.

The Board shall have the authority at its sole discretion to select and appoint the Committee. While the Committee must consist of at least seven members, the Board intends the Committee

to consist of between 15 and 21 members. However, the Board shall determine the final size of the Committee.

As required by law, Committee membership shall include the following categories:

- a. One member shall, at the time of appointment, be active in a business organization representing the business community of the district;
- b. One member shall, at the time of appointment, be active in a senior citizens' organization, which may be a local, regional, statewide or national organization;
- c. One member shall, at the time of appointment, be active in a bona fide taxpayers' organization, which may be a local, regional, statewide or national organization;
- d. One member shall, at the time of appointment, be the parent or guardian of at least one child currently enrolled in a school of the district;
- e. One member shall, at the time of appointment, be a parent or guardian of at least one child currently enrolled in a school of the district and be an active member in a district parent-teacher organization, such as the PTA or school site council.
- f. Committee membership shall also include but not be limited to, at the discretion of the Board, the following community members:
 - (1) One member shall be recommended by each City Council from the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo;
 - (2) Two members shall reside in unincorporated areas of the district and shall be recommended by the County Supervisors of each respective unincorporated area;
 - (3) One member shall be recommended by each member of the Board of Trustees;
 - (4) One member shall, at the time of appointment, represent the Contra Costa Building and Construction Trades Council.
 - (5) One member shall, at the time of appointment, be a member of Public Employees Union Local 1 (without being a district employee).

Pursuant to Education Code Section 15282(b), no employee or official of the district shall be appointed to the Committee. Additionally, no vendor, contractor, or consultant of the district shall be appointed to the Committee. If, while serving on the Committee, a member becomes an official or employee of the district or becomes a vendor, contractor or consultant of the district, their membership on the Committee shall cease immediately.

Members of the Citizens' Oversight Committee may serve for no more than three consecutive terms of two years each. Committee members who wish to be appointed for a second or third

two-year term shall reapply to the Board for consideration. (Education Code 15282) Committee members shall receive no remuneration for their participation on the Committee.

A Committee member who no longer serves as a representative of the designated group she/he was appointed to represent (e.g., ceases to be active within a taxpayers' organization, or ceases to have a child enrolled in the district) shall be allowed to complete his/her term. However, that Committee member shall not be entitled to serve a subsequent term as a representative of the designated group.

Within sixty (60) days of being notified of a Committee vacancy, the Board will appoint a new member to complete the term of the vacancy following the process used to select the original Committee members, provided an eligible and willing candidate is available and ready to serve.

Committee members shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1098.

The Committee shall establish an attendance policy and procedures for the removal from the Committee for a violation of this policy.

The Committee will determine when a seat on the Committee becomes vacant and a new Committee member will be named by the Board if one or more of the following events occur:

- a. The Committee member submits a written resignation;
- b. The Committee member fails to meet the participation requirements above

An individual who replaces such a member shall serve until the completion of the original member's term. Thereafter, the member must apply for an additional term if she/he wishes to remain on the Committee. A member who is replaced may appeal to the Board for the Board to reappoint that person to the Committee.

Legal Reference

EDUCATION CODE

15278-15288

CALIFORNIA CONSTITUTION

Article, XIII A, Section 1 (b)

Article, XVI, Section 18 (b)

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: August, 2008 Richmond, California

revised: January 9, 2008

revised: November 16, 2011

revised: May 14, 2014